

MEMORANDUM

TO: Agencies Utilizing the Microsoft Enterprise Master Agreement

FROM: The Purchasing Division

DATE: June 2, 2017

RE: Ordering Instructions for the Microsoft Enterprise Master Agreement

Instructions for State Agencies Utilizing the Microsoft Enterprise Master Agreement

1. **Agreement Documents:** The State of West Virginia has negotiated a set of master terms and conditions with Microsoft that are identified as the Microsoft Enterprise Agreement. The documents associated with that negotiation are attached to these instructions. An agency desiring to purchase Microsoft products under this agreement will purchase those products from a reseller under the terms of this Agreement.
2. **Enrollment:** The base agreement identified as document number X20-03196 and the amendment to that document identified as 001-kayleed-S-50-a will not be presented to the agency at the time of purchase/enrollment. The reseller will, however, present the agency with the Enrollment Form identified as document number X20-10634. The reseller should also include applicable amendments to the enrollment form, but Agency must determine what amendments are required and ensure that all applicable amendments are signed and received. The amendments that have been agreed upon by the State and Microsoft include the M176 and M183 documents discussed below.
3. **Review of Documents:** All agencies must review the documents provided by the Microsoft reseller to ensure that the documents received match the Microsoft Enterprise Agreement documents attached to these instructions, and to ensure that all applicable documents have been signed and received.
4. **New/Modified Documents:** Agencies are not permitted to sign or agree to utilize documents that are not included in the Microsoft Enterprise Agreement. Agencies are also not permitted to sign or agree to utilize documents that have been modified and do not match the Microsoft Enterprise Agreement.
5. **Notify Purchasing:** Agencies should immediately notify the Purchasing Division if the agency is asked to sign any document that is different from or in addition to the Microsoft Enterprise Agreement. Any new document, or document that has been modified must be reviewed and approved by the Purchasing Division and the Attorney General's office.

6. **Cloud Based Services on Enterprise Agreement Only** – Products like Microsoft 365, cloud based services, or Online Services can only be purchased under the Microsoft Enterprise Agreement. The terms and conditions that govern such products and services have not been incorporated into the Microsoft Select Agreement.
7. **Security Incident Notification Amendment – M183** – Any agency (or government entity) utilizing Microsoft 365, cloud based services, or Online Services must ensure that the M183 form is signed by Microsoft and the agency at the time of agency's enrollment in Microsoft 365, cloud based services, or Online Services. The agency must also ensure that the M183 form provided by Microsoft or the license reseller matches the form included below.
8. **BAA - Form M176 – Appendix A to Enterprise Agreement Amendment** – Any agency (or government entity) subject to the requirements of the Health Insurance Portability and Accountability Act ("HIPAA") utilizing Microsoft 365, other cloud based services, or Online Services must ensure that the Business Associate Enterprise Enrollment Amendment ("BAA Form") contained in Appendix A to the Enterprise Agreement Amendment is signed by Microsoft and the agency at the time of agency's enrollment in Microsoft 365, cloud based services, or Online Services. The agency must also ensure that the BAA Form provided by Microsoft or the license reseller matches the form attached as Appendix A.

Microsoft Enterprise Agreement Signature Page

This document is intended to serve as confirmation that the attached terms and conditions associated with the Microsoft Enterprise Agreement have been negotiated, reviewed, and approved by the West Virginia Office of Technology, the West Virginia Purchasing Division, and the West Virginia Attorney General's office. The Enterprise Agreement does not represent a binding contractual relationship against which money will be paid. This Agreement is a terms agreement establishing the terms and conditions under which Microsoft products will be sold by various independent resellers. Microsoft's approval of these terms and conditions is contained in the document identified as the Program Signature Form and the attached email.

Approved by

The West Virginia Office of Technology

By: 

Printed Name: Justin T. McAllister

It's: Chief Financial Officer

Date: 6/8/2017

The West Virginia Purchasing Division

By: 

Printed Name: Michael Sheets

It's: Acting Director

Date: 06/08/17

Approved as to Form by:

The West Virginia Attorney General

By: 

Printed Name: BROOKS H. CRISLIP

It's: Dep AG

Date: 6/8/17



JIM JUSTICE
GOVERNOR

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON STREET, EAST
CHARLESTON, WEST VIRGINIA 25305-0130

JOHN A. MYERS
CABINET SECRETARY

W. MICHAEL SHEETS
ACTING DIRECTOR

June 7, 2017

Microsoft Corporation
Legal and Corporate Affairs
Volume Licensing Group
One Microsoft Way
Redmond, WA 98052
Via Facsimile: (425) 936-7329

Re: Opt-Out of Standard Contractual Clauses

Dear Sir or Madam,

The State of West Virginia and all its Affiliates hereby opt out of the Standard Contractual Clauses included in the Data Processing Terms of the Online Services Terms. West Virginia's election to opt out of the Standard Contractual Clauses applies to Enterprise Agreement number 01E73657 and any Enrollments signed under the Agreement.

Sincerely,

A handwritten signature in purple ink that reads "James Meadows".

James Meadows, General Counsel
West Virginia Purchasing Division

TX Result Report

P 1
06/07/2017 16:10
Serial No. A9HH011001763
TC: 1935

Addressee	Start Time	Time	Prints	Result	Note
94259367329	06-07 16:10	00:00:33	001/001	OK	

Note

TMR:Timer TX, POL:Polling, ORG:Original Size Setting, FME:Frame Erase TX,
DPG:Page Separation TX, MIX:Mixed Original TX, CALL:Manual TX, CSRC:CSRC,
FWD:Forward, PC:PC-FAX, BND:Double-Sided Binding Direction, SP:Special Original,
FCODE:F-Code, RTX:Re-TX, RLV:Relay, MBX:Confidential, BUL:Bulletin, SIP:SIP Fax,
IPADR:IP Address Fax, I-FAX:Internet Fax

Result

OK: Communication OK, S-OK: Stop Communication, PW-OFF: Power Switch OFF,
TEL: RX from TEL, NG: Other Error, Cont: Continue, No Ans: No Answer,
Refuse: Receipt Refused, Busy: Busy, M-Full:Memory Full, LOVR:Receiving length over,
POVR:Receiving page over, FIL:File Error, DC:Decode Error, MDN:MDN Response Error,
DSN:DSN Response Error, PRINT:Compulsory Memory Document Print,
DEL:Compulsory Memory Document Delete, SEND:Compulsory Memory Document Send.



JIM JUSTICE
GOVERNOR

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
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Sincerely,

James Meadows, General Counsel
West Virginia Purchasing Division



Program Signature Form

MBA/MBSA number

Agreement number

01E73657

001-kayleed-S-50-a

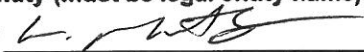
Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment	CTM (01E73657)
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* State of West Virginia
Signature* 
Printed First and Last Name* L. Michael Sheets
Printed Title Acting Director
Signature Date* 06/18/17
Tax ID

* indicates required field

Microsoft Affiliate	
Signature _____	
Printed First and Last Name _____	
Printed Title _____	
Signature Date _____ (date Microsoft Affiliate countersigns)	
Agreement Effective Date _____ (may be different than Microsoft's signature date)	

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* _____
Signature* _____
Printed First and Last Name* _____
Printed Title _____
Signature Date* _____

* indicates required field

Outsourcer
Name of Entity (must be legal entity name)* _____
Signature* _____
Printed First and Last Name* _____
Printed Title _____
Signature Date* _____

* indicates required field

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6100 Neil Road, Suite 210
 Reno, Nevada 89511-1137
 USA

Enterprise Agreement

State and Local

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

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This Microsoft Enterprise Agreement is entered into between the entities identified on the program signature form.

Effective date. The effective date of this agreement is the effective date of the first Enrollment or the date Microsoft accepts this agreement, whichever is earlier. Any reference in this agreement or an Enrollment to "day" will be a calendar day.

This agreement consists of (1) these agreement terms and conditions and the signature form and all attachments identified therein, (2) the Product List, (3) the Product Use Rights applicable to Products licensed under this agreement, (4) any Affiliate Enrollment entered into under this agreement, and (5) any order submitted under this agreement.

Please note: Several documents referenced in this agreement but not attached to the signature form may be found at: <http://www.microsoft.com/licensing/contracts> and are incorporated by reference, including the Product List and Product Use Rights. These documents may contain additional terms and conditions for Products licensed under this agreement and may be changed from time to time. Customer and/or its Affiliates should review such documents carefully, both at the time of signing and periodically, to ensure a full understanding of all terms and conditions applicable to Products licensed.

Terms and Conditions

1. Definitions.

"Affiliate" means

- a. with regard to Customer,
 - (i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;
 - (ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of

Customer's state and located within Customer's state jurisdiction and geographic boundaries; and

(iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and

b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft;

"available" means Microsoft has made Licenses for that Product available on the Product List for ordering under a particular licensing program;

"Customer" means the entity that has entered into this agreement and its Affiliates;

"Customer Data" means all data, including all text, sound, software, or image files that are provided to Microsoft by, or on behalf of, Enrolled Affiliate through its use of the Online Services.

"Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates, that has entered into an Enrollment under this agreement;

"Enrollment" means the document that an Enrolled Affiliate submits under this agreement to place its initial order;

"Enterprise" means the Enrolled Affiliate and the Affiliates it chooses on its Enrollment to include in its enterprise;

"Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as service packs).

"License" means Enrolled Affiliate's right to use the quantity of a Product ordered. For certain Products, a License may be available on a subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses under this agreement;

"L&SA" means a License and Software Assurance for any Product ordered;

"Microsoft" means the Microsoft Affiliate that has entered into this agreement or an Enrollment and its Affiliates, as appropriate;

"Online Service" means the Microsoft-hosted services identified in the Online Services section of the Product List.

"Product" means all software, Online Services and other web-based services, including pre-release or beta versions, identified on the Product List.

"Product List" means the statement published by Microsoft from time to time on the World Wide Web at <http://www.microsoft.com/licensing/contracts> or at a successor site that Microsoft identifies, which identifies the Products that are or may be made available under a program (which availability may vary by region) and any Product-specific conditions or limitations on the acquisition of licenses for, or use of, those Products.

"Product Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at <http://www.microsoft.com/licensing/contracts> or at a successor site.

"Reseller" means a large account Reseller authorized by Microsoft to resell Licenses under this program;

"Service Level Agreement" means the document specifying the standards Microsoft agrees to adhere to and by which it measures the level of service for an Online Service.

"Software Assurance" means an offering that provides new version rights and other benefits for Products as further described in the Product List.

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy;

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

2. *How the Enterprise and Enterprise Subscription program works.*

The Enterprise and Enterprise Subscription Program. The Enterprise and Enterprise Subscription programs establish a Customer's overall licensing framework and the applicable terms and conditions. Under the Enterprise program, Customer may license Products by entering into Enrollments. The Enterprise Subscription program offers Customer the same options as the Enterprise Program, but on a subscription basis, with an optional buy-out to obtain perpetual Licenses.

- a. **Enrollments.** The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments.
- b. **Licenses.** The types of Licenses available are L&SA, Licenses obtained under Software Assurance and Subscription Licenses. These License types as well as additional License Types are defined in the Product List.
- c. **How Enrolled Affiliates acquire Licenses.** An Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders will be made out to and submitted to the Enrolled Affiliate's Reseller. Microsoft will invoice that Reseller according to the terms in the applicable Enrollment.
- d. **Choosing and maintaining a Reseller.** Each Enrolled Affiliate must choose and maintain a Reseller authorized in the Enrolled Affiliate's location.
- e. **Pricing.**
 - (i) **Establishing Price Levels.** Each Product generally is assigned to a Product pool (e.g., applications, systems, or servers). Each Product pool will be assigned one of four price levels (A, B, C, and D). Enrolled Affiliate's Price Level will be Level D for all Enterprise Products, Enterprise Online Services, Online Services and Additional Products ordered under any Enrollment.
 - (ii) **Placing Orders through Reseller.** Orders under an Enrollment will be made to the Reseller. Microsoft will invoice the Reseller according to the terms in the applicable Enrollment. Throughout this agreement the term "price" refers to reference price. The Reseller and the Enrolled Affiliate will determine the Enrolled Affiliate's actual price and payment terms.
- f. **Order Requirements.** Order Requirements are outlined in each Enrollment.
- g. **Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at: <https://www.microsoft.com/licensing/servicecenter>. Upon the effective date of this agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.

3. *Licenses for Products.*

- a. **General.** Enrolled Affiliate will have the number of Licenses ordered for the latest version of a Product, and may use prior versions as permitted in the Product Use Rights, so long as Microsoft receives timely orders from Reseller for all required Licenses for such Products and complies with applicable license terms. The Licenses obtained under an Enrollment are not related to any order or fulfillment of software media. The ability to use a Product ordered may be affected by minimum hardware or software requirements.

- b. **Use by Affiliates.** The Enrolled Affiliate may sublicense the right to use the Products to any Affiliates covered under its Enrollment, but Affiliate recipient of these Licenses may not sublicense these rights and their use must be consistent with the License terms contained in this agreement.
- c. **When Licenses become perpetual.** The right to run any Product licensed under an Enrollment is temporary unless and until it becomes perpetual as follows:
 - (i) A License is temporary until Enrolled Affiliate's Reseller has paid for a License in full and the applicable initial Enrollment or renewal term during which the License was ordered must have expired or been terminated as permitted in this agreement.
 - (ii) Subscription Licenses are never perpetual. If a buy-out option is available, Enrolled Affiliate may obtain a perpetual License by exercising the buy-out option and paying for the License in full.
 - (iii) Enrolled Affiliate will have perpetual Licenses to use the Products ordered in the latest version available (or any prior version) as of the date of expiration, termination, or renewal.
 - (iv) All perpetual Licenses acquired under this agreement remain subject to the terms of this agreement and such terms survive expiration or termination of this agreement or an Enrollment.
- d. **Perpetual Licenses through Software Assurance.** Perpetual Licenses received through Software Assurance supersede and replace the underlying perpetual Licenses for which Software Assurance coverage was ordered. In the case of Early Termination, the terms in Section 7 titled "Term and Termination will apply."
- e. **License confirmation.** This agreement, the applicable Enrollment, the Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of Licenses, together with proof of payment, will be the Enrolled Affiliate's evidence of all Licenses obtained under its Enrollment.
- f. **Reorganizations, consolidations, and privatizations.** If the number of Qualified Devices or Qualified Users covered by an Enrollment changes by more than ten percent as a result of a reorganization, consolidation, or privatization of an Enrolled Affiliate, Microsoft will work with the Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this agreement. If an Enrolled Affiliate consolidates with a third party with an existing agreement or enrollment, Microsoft will work with the Enrolled Affiliate in good faith to accommodate its changed circumstances in the context of this agreement.

4. *How to know what Product Use Rights apply.*

- a. **Product Use Rights.** The Product Use Rights in effect on the effective date of an Enrollment will apply to Enrolled Affiliate's use of then-current versions of each Product (excluding Online Services). For future versions, the Product Use Rights in effect when those future versions are first released will apply. In both cases, subsequent changes made by Microsoft to the Product Use Rights for a particular version will not apply to Enrolled Affiliate's use of that version, unless Enrolled Affiliate chooses to have such changes apply. The use rights for Online Services and the process for updating them as the Online Services evolve are detailed in the Product Use Rights.
- b. **Product Use Rights for earlier versions (downgrade).** If Enrolled Affiliate runs an earlier version of a Product than the version that was current on the Enrollment effective date, the Product Use Rights for the version licensed, not the version being run, will apply. However, if the earlier version includes components that are not part of the licensed version, any Product Use Rights specific to those components will apply to Enrolled Affiliate's use of those components.
- c. **Reservation of rights.** All rights not expressly granted are reserved.

5. *Making copies of Products and re-imaging rights.*

- a. General.** Enrolled Affiliate may make as many copies of Products, if applicable, as it needs to distribute them within its organization. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to use reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this agreement.
- b. Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Products in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60 day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Product Use Rights.
- c. Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:
 - (i) Separate Licenses must be owned from the source for each Product that is re-imaged.
 - (ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.
 - (iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., upgrade or full License) must be identical to the Product type from the separate source.
 - (iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product List.
 - (v) Re-images made under this subsection remain subject to the terms and use rights provided with the License from the separate source.
 - (vi) This subsection does not create or extend any warranty or support obligation.

6. *Transferring and reassigning Licenses.*

- a. License transfers.** You may transfer fully-paid perpetual Licenses:
 - (i) if you are an agency of the U.S. Government, to another agency of the U.S. Government or to an unaffiliated third party in connection with (i) a privatization of the government agency or of an operating division of an Enrolled Affiliate or one of its government agency affiliates, (ii) a reorganization, or (iii) a consolidation; or
 - (ii) if you are an agency of a state or local government to: (a) any other government agency, department, instrumentality, division, unit or other office of your state or local government that is supervised by or is part of you, or which supervises you or of which you are a part, or which is under common supervision with you; (ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of your state and located within your state's jurisdiction and geographic boundaries; and (iii) any other entity expressly authorized by the laws of your state to purchase under state contracts, or (b) an unaffiliated

third party in connection with a privatization of an affiliate of agency as set forth in (a) above or of an operating division of the Enrolled Affiliate or one of its affiliates as set forth in (a) above, a reorganization, or a consolidation.

- b. Customer must notify Microsoft of a transfer of license by completing a transfer notice form, which can be obtained from <http://www.microsoft.com/licensing/contracts> and send the completed form to Microsoft before the license transfer. No License transfer will be valid unless Customer provides to the transferee, and the transferee accepts in writing, the applicable Product Use Rights, use restrictions, limitations of liability (including exclusions and warranty provisions), and the transfer restrictions described in this section. Any license transfer not made in compliance with this section will be void.
- c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses may be reassigned within the Enterprise as described in the Product Use Rights.

7. Term and termination.

- a. **Term.** The term of this agreement will be 36 months from the Effective date unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.
- b. **Termination without cause.** Either party may terminate this agreement, without cause, upon 60 days written notice. Such termination will merely terminate either party's and its Affiliates' ability to enter into new Enrollments under this agreement. Such termination will not affect any Enrollment or order not otherwise terminated, and any terms of this agreement applicable to any Enrollment or order not otherwise terminated will continue in effect with respect to that Enrollment or order. An Enrolled Affiliate may terminate an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Enrollment are not appropriated or allocated for such purpose.
- c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.
- d. **Termination for cause.** Either party to an Enrollment may terminate it if the other party materially breaches its obligations under this agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice and opportunity to cure.

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft will give Customer a copy of that notice as well and Customer agrees to assist in attempting to resolve the breach. If the breach also affects other Enrollments and cannot be resolved between Microsoft and Customer within a reasonable period of time, Microsoft may also terminate this agreement and all other Enrollments under it, unless the basis for termination of the Enrollment is non-appropriation of funds to the Enrolled Affiliate, in which event Microsoft may only terminate the affected Enrollment(s). If an Enrolled Affiliate ceases to be Customer's Affiliate, Customer must promptly notify Microsoft, and Microsoft may terminate its Enrollment.

- e. **Early termination.** If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminate an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:
 - (i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or

(ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:

- 1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and
- 2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.

(iii) In the case of Early Termination under Subscription Enrollments, Enrolled Affiliate will have the following options:

- 1) For eligible products Enrolled Affiliate may obtain perpetual Licenses as described in the section titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.
- 2) Where not exercising buy-out option, in the event of breach by Microsoft, Microsoft will issue Reseller a credit for any amount paid in advance that would apply after the date of termination.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

f. Effect of termination or expiration. When an Enrollment expires or is terminated,

- (i) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments or any order of any kind, including subscription services, remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.
- (ii) Enrolled Affiliate's right to Software Assurance benefits under this agreement ends if it does not renew Software Assurance.

g. Modification or termination of an Online Service for regulatory reasons. Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating there; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may be in conflict with any such requirement or obligation. For example, Microsoft may modify or terminate an Online Service in connection with a government requirement that would cause Microsoft to be regulated as a telecommunications provider.

h. Program updates. Microsoft may make a change to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments.

8. Restrictions on use.

Enrolled Affiliate must not:

- a. separate and use the components of a Product on two or more computers, upgrade or downgrade components at different times, or transfer components separately, except as provided in the Product Use Rights;
- b. reverse engineer, decompile or disassemble any Product or Fix, except where applicable law permits it despite this limitation; or
- c. distribute, sublicense, rent, lease, lend, or host any Product or Fix except as permitted in the Product Use Rights or in a separate written agreement.

9. Non-Microsoft software or technology.

- a. Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes. Microsoft is not a party to and is not bound by any terms governing Enrolled Affiliate's use of non-Microsoft software or technology. Without limiting the foregoing, non-Microsoft software or scripts linked to or referenced from any Product website, are licensed to Enrolled Affiliate under the open source licenses used by the third parties that own such code, not by Microsoft.
- b. If Enrolled Affiliate installs or uses any non-Microsoft software or technology with the Products or Fixes, it directs and controls the installation in and use of such software or technology in the Products or Fixes, through its actions (e.g., through Enrolled Affiliate's use of application programming interfaces and other technical means that are part of the Online Services). Microsoft will not run or make any copies of such non-Microsoft software or technology outside of its relationship with Enrolled Affiliate.
- c. If Enrolled Affiliate installs or uses any non-Microsoft software or technology with the Products or Fix, it may not do so in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in the agreement.

10. Confidentiality.

To the extent permitted by applicable law, the terms and conditions of this agreement are confidential. Neither party will disclose such terms and conditions, or the substance of any discussions that led to them, to any third party other than Affiliates or agents, or to designated or prospective resellers who: (1) have a need to know such information in order to assist in carrying out this agreement; and (2) have been instructed that all such information is to be handled in strict confidence.

For the avoidance of doubt, the parties acknowledge that this Confidentiality provision recognizes that when there is a business need to do so, Microsoft and Customer may need to share/exchange their respective Confidential Information with each other to develop a more meaningful business relationship. This section provides Microsoft and Customer with a well-balanced, commercially reasonable and comprehensive set of confidentiality terms that enable both parties to share/exchange a wide range of Confidential Information with each other knowing with confidence that significant confidentiality protections are in place. The confidentiality terms denoted below do not govern Microsoft's handling of Customer Data. In all instances under this Agreement, Microsoft's handling of Customer Data shall be governed as described under various other provisions of this Agreement and by Microsoft's data security policy.

- a. **What is included.** "Confidential Information" is non-public information, know-how and Trade Secrets in any form that are designated as "confidential" or a reasonable person knows or reasonably should understand to be confidential. It includes non-public information regarding either party's products or customers, marketing and promotions, or the negotiated terms of Microsoft agreements.
- b. **What is not included.** The following types of information, however marked, are not Confidential Information. Information that:
 - (i) is, or becomes, publicly available without a breach of this agreement;
 - (ii) was lawfully known to the receiver of the information without an obligation to keep it confidential;
 - (iii) is received from another source who can disclose it lawfully and without an obligation to keep it confidential;
 - (iv) is independently developed; or
 - (v) is a comment or suggestion one party volunteers about the other's business, products or services.
- c. **Treatment of Confidential Information.**

- (i) **In general.** Subject to the other terms of this agreement, each party agrees:
- 1) it will not disclose the other's Confidential Information to third parties; and
 - 2) it will use and disclose the other's Confidential Information only for purposes of the parties' business relationship with each other.

- (ii) **Security precautions.** Subject to the other terms of this agreement, each party agrees:
- 1) to take reasonable steps to protect the other's Confidential Information -- these steps must be at least as protective as those the party takes to protect its own Confidential Information;
 - 2) to notify the other promptly upon discovery of any unauthorized use or disclosure of Confidential Information; and
 - 3) to cooperate with the other to help regain control of the Confidential Information and prevent further unauthorized use or disclosure of it.

(iii) **Sharing Confidential Information with Affiliates and representatives.**

- 1) A "Representative" is an employee, contractor, advisor, or consultant of one of the parties or of one of the parties' Affiliates.
- 2) Each party may disclose the other's confidential information to its Representatives (who may then disclose that Confidential Information to other of that party's Representatives) only if those Representatives have a need to know about it for purposes of the parties' business relationship with each other. Before doing so, each party must:
 - A. ensure that Affiliates and Representatives are required to protect the Confidential Information on terms consistent with this agreement; and
 - B. accept responsibility for each Representative's use of Confidential Information.
- 3) Neither party is required to restrict work assignments of Representatives who have had access to Confidential Information. Neither party can control the incoming information the other will disclose to it in the course of working together, or what that party's Representatives will remember, even without notes or other aids. Each party agrees that use of information in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

- (iv) **Disclosing Confidential Information if required to by law.** Each party may disclose the other's Confidential Information if required to comply with a court order or other government demand that has the force of law. Before doing so, each party must seek the highest level of protection available and, when possible, give the other enough prior notice to provide a reasonable chance to seek a protective order.

- d. **Length of Confidential Information obligations.** Except as permitted above, neither party will use or disclose the other's Confidential Information for five years after it is received. The five-year time period does not apply if applicable law requires a longer period or the Product Use Rights provide a more specific requirement.

11. Warranties.

- a. **Limited warranty.** Microsoft warrants that:
- (i) Online Services will perform in accordance with the applicable Service Level Agreement;
 - (ii) Products other than Online Services will perform substantially as described in the applicable Microsoft user documentation; and

b. Limited warranty term. The limited warranty for:

- (i) Online Services is for the duration of Enrolled Affiliate's use of the Online Service, subject to the notice requirements in the applicable Service Level Agreement;
- (ii) Products other than Online Services is one year from the date Enrolled Affiliate first uses the Product; and

c. Limited warranty exclusions. This limited warranty is subject to the following limitations:

- (i) any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law last for one year from the start of the limited warranty;
- (ii) the limited warranty does not cover problems caused by accident, abuse or use in a manner inconsistent with this agreement or the Product Use Rights, or resulting from events beyond Microsoft's reasonable control;
- (iii) the limited warranty does not apply to components of Products that Enrolled Affiliate is permitted to redistribute;
- (iv) the limited warranty does not apply to free, trial, pre-release, or beta products; and
- (v) the limited warranty does not apply to problems caused by the failure to meet minimum system requirements.

d. Remedies for breach of limited warranty. If Microsoft fails to meet any of the above limited warranties and Enrolled Affiliate notifies Microsoft within the warranty term, then Microsoft will:

- (i) for Online Services, provide the remedies identified in the Service Level Agreement for the affected Online Service;
- (ii) for Products other than Online Services, at its option either (1) return the price paid or (2) repair or replace the Product; and

These are Enrolled Affiliate's only remedies for breach of the limited warranty, unless other remedies are required to be provided under applicable law.

e. DISCLAIMER OF OTHER WARRANTIES. OTHER THAN THIS LIMITED WARRANTY, MICROSOFT PROVIDES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS. MICROSOFT DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE OR NON-INFRINGEMENT. THESE DISCLAIMERS WILL APPLY UNLESS APPLICABLE LAW DOES NOT PERMIT THEM.

12. Defense of infringement, misappropriation, and third party claims.

a. Microsoft's agreement to protect. Microsoft will defend Enrolled Affiliate against any claims made by an unaffiliated third party that any Product or Fix that is made available by Microsoft for a fee infringes that party's patent, copyright, or trademark or makes unlawful use of its Trade Secret. Microsoft will also pay the amount of any resulting adverse final judgment (or settlement to which Microsoft consents). This section provides Enrolled Affiliate's exclusive remedy for these claims.

b. Limitations on defense obligation. Microsoft's obligations will not apply to the extent that the claim or award is based on:

- (i) Customer Data, non-Microsoft software, modifications Enrolled Affiliate makes to, or any specifications or materials Enrolled Affiliate provides or makes available for, a Product or Fix;
- (ii) Enrolled Affiliate's combination of the Product or Fix with a non-Microsoft product, data or business process; or damages based on the use of a non-Microsoft product, data or business process;

- (iii) Enrolled Affiliate's use of either Microsoft Trademarks or the use or redistribution of a Product or Fix in violation of this agreement or any agreement incorporating its terms or;
- (iv) Enrolled Affiliate's use of a Product or Fix after Microsoft identifies Enrolled Affiliate to discontinue that use due to a third party claim.

To the extent permitted by applicable law, Enrolled Affiliate will be responsible Microsoft for any costs or damages that result from any of the above actions.

- c. **Enrolled Affiliate's agreement to protect.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft and its Affiliates against any claims made by an unaffiliated third party that:

- (i) any Customer Data or non-Microsoft software Microsoft hosts on Customer's behalf infringes the third party's patent, copyright, or trademark or makes unlawful use of its Trade Secret; or
- (ii) Arises from violation of the Acceptable use Policy, which is described in the Product Use Rights.

Customer will be responsible for the amount of any resulting adverse final judgment (or settlement to which it consents). This Section provides Microsoft's exclusive remedy for these claims.

- d. **Rights and remedies in case of possible infringement or misappropriation.**

- (i) **Microsoft's offerings.** If Microsoft reasonably believes that a Product or Fix may infringe or misappropriate a third-party's intellectual property rights, Microsoft will seek to: (1) procure for Enrolled Affiliate the right to continue to use the Product or Fix; or (2) modify or replace it with a functional equivalent to make it non-infringing and notify Enrolled Affiliate to discontinue use of the prior version, which Enrolled Affiliate must do immediately. If the foregoing options are not commercially reasonable for Microsoft, or if required by a valid judicial or government order, Microsoft may terminate Enrolled Affiliate's license or access rights in the Product or Fix. In such a case, Microsoft will provide Enrolled Affiliate with notice and refund any amounts Enrolled Affiliate has paid for those rights to the Product or Fix (or for Online Services, any amount Enrolled Affiliate has paid in advance for unused Online Services).
- (ii) **Customer Data or use of non-Microsoft software with Online Services.** If an unaffiliated third party asserts that Customer Data or non-Microsoft software or technology used by Enrolled Affiliate the Online Services violates their intellectual property rights, Microsoft may ask Customer to remove the allegedly infringing item. If Enrolled Affiliate fails to do so within a reasonable period of time, Microsoft may suspend or terminate the Online Service to which the Customer Data or non-Microsoft software relates.

- e. **Obligations of protected party.** Enrolled Affiliate must notify Microsoft promptly in writing of a claim subject to the Subsection titled "Microsoft's agreement to protect" and Microsoft must notify Enrolled Affiliate promptly in writing of a claim subject to the Subsection titled "Customer's agreement to protect." The party invoking its right to protection must (1) give the other party sole control over the defense or settlement; and (2) provide reasonable assistance in defending the claim. The party providing the protection will reimburse the other party for reasonable out of pocket expenses that it incurs in providing assistance.

13. Limitation of liability.

- a. **Limitation on liability.** To the extent permitted by applicable law, the liability of Microsoft and Enrolled Affiliate, their respective Affiliates and contractors arising under this agreement is limited to direct damages up to (1) for Products other than Online Services, the amount Enrolled Affiliate was required to pay for the Product giving rise to that liability and (2) for Online Services, the amount Enrolled Affiliate paid for the Online Service giving rise to that liability

during the prior 12 months. In the case of Products provided free of charge, or code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to U.S. \$5,000. These limitations apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory. However, these monetary limitations will not apply to:

- (i) Microsoft's and Enrolled Affiliate's obligations under the section titled "Defense of infringement, misappropriation, and third party claims";
 - (ii) liability for damages caused by either party's gross negligence or willful misconduct, or that of its employees or its agents, and awarded by a court of final adjudication (provided that, in jurisdictions that do not recognize a legal distinction between "gross negligence" and "negligence," "gross negligence" as used in this subsection shall mean "recklessness");
 - (iii) liabilities arising out of any breach by either party of its obligations under the section entitled "Confidentiality", except that Microsoft's liability arising out of or in relation to Customer Data shall in all cases be limited to the amount Enrolled Affiliate paid for the Online Service giving rise to that liability during the prior 12 months;
 - (iv) liability for personal injury or death caused by either party's negligence, or that of its employees or agents, or for fraudulent misrepresentation; and
 - (v) violation by either party of the other party's intellectual property rights.
- b. **EXCLUSION OF CERTAIN DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, NEITHER PARTY, NOR ANY OF ITS AFFILIATES, OR CONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. HOWEVER, THIS EXCLUSION DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATIONS (EXCEPT TO THE EXTENT THAT SUCH VIOLATION RELATES TO CUSTOMER DATA), THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR THE PARTIES' RESPECTIVE OBLIGATIONS IN THE SECTION TITLED "DEFENSE OF INFRINGEMENT, MISAPPROPRIATION, AND THIRD PARTY CLAIMS."**
- c. **Affiliates and Contractors.** Neither Microsoft nor Enrolled Affiliate shall bring any action against the other's Affiliates or contractors in respect of any matter disclaimed on their behalf in this agreement.

14. Verifying compliance.

- a. **Right to verify compliance.** Enrolled Affiliate must keep records relating to the Products it and its Affiliates use or distribute. Microsoft has the right, to the extent permitted by applicable law, to verify compliance with the license terms for Products, at Microsoft's expense.
- b. **Verification process and limitations.** Microsoft will provide customer at least 30 days' notice of its intent to verify compliance. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Verification will take place during normal business hours and in a manner that does not interfere unreasonably with Customer's operations. Customer must promptly provide the independent auditor with any information it reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of licenses for Products Customer hosts, sublicenses, or distributes to third parties. As an alternative, Microsoft may require Customer to complete Microsoft's self-audit process relating to the Products Customer and any of its Affiliates use or distribute. Such information will be used solely for purposes of determining compliance.

- c. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use, Customer must within 30 days order sufficient licenses to cover its use. If there is no unlicensed use, Microsoft will not undertake another verification of the same Customer for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this agreement or to protect its intellectual property by any other means permitted by law.

15. *Miscellaneous.*

- a. **Notices to Microsoft.** Notices, authorizations, and requests in connection with this agreement must be sent by regular or overnight mail, express courier, or fax to the addresses and numbers listed on the signature form and in this agreement. Notices will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery.

Copies should be sent to:

Microsoft Corporation
Legal and Corporate Affairs
Volume Licensing Group
One Microsoft Way
Redmond, WA 98052
USA

Via Facsimile: (425) 936-7329

- Microsoft may provide information about upcoming Enrollment deadlines and Online Services in electronic form. Such information may be provided by email to contacts provided by Enrolled Affiliate under an Enrollment, or through a web site Microsoft identifies. Notice by email is given as of the transmission date.
- b. **Assignment.** Either party may assign this agreement to an Affiliate only. Assignment will not relieve the assigning party of its obligations under the assigned agreement. If either party assigns this agreement, it must notify the other party of the assignment in writing.
- c. **Severability.** If a court holds any provision of this agreement to be illegal, invalid or unenforceable, the rest of the document will remain in effect and this agreement will be amended to give effect to the eliminated provision to the maximum extent possible. Subcontractors. Microsoft may use contractors to perform Services and support Online Services. Microsoft will be responsible for their performance subject to the terms of this agreement.
- d. **Waiver.** A waiver of any breach of this agreement is not a waiver of any other breach. Any waiver must be in writing and signed by an authorized representative of the waiving party.
- e. **Applicable law; Dispute resolution.** The terms of this agreement will be governed by the laws of Enrolled Affiliate's state, without giving effect to its conflict of laws. Disputes relating to this agreement will be subject to applicable dispute resolution laws of Enrolled Affiliate's state.
- f. **This agreement is not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft software.
- g. **Entire agreement.** This agreement, the Product List, all Enrollments under this agreement, and the Product Use Rights constitute the entire agreement concerning the subject matter and supersede any prior or contemporaneous communications. In the case of a conflict between any documents referenced in this agreement that is not expressly resolved in the documents, their terms will control in the following order: (1) these terms and conditions and the accompanying signature form; (2) an Enrollment; (3) the Product List; (4) the Product Use Rights; (5) any other documents; and (6) all orders submitted under this agreement.

- h. Survival.** Provisions regarding ownership and license rights, fees, Product Use Rights, restrictions on use, evidence of perpetual licenses, transfer of licenses, warranties, defense of infringement and misappropriation claims, Microsoft's and Customer's obligations to protect each other, limitations of liability, confidentiality, compliance verification, obligations on termination or expiration and the other provisions in this section entitled "Miscellaneous" will survive termination or expiration of this agreement and of any agreement in which they are incorporated.
- i. No transfer of ownership.** Microsoft does not transfer any ownership rights in any licensed Product.
- j. Free Products.** It is Microsoft's intent that the terms of this agreement and the Product Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate, and is not provided for use by or personal benefit of any specific government employee.
- k. Amending the agreement.** This agreement (except the Product List and the Product Use Rights) can be changed only by an amendment signed by both parties.
- l. Resellers and other third parties cannot bind Microsoft.** Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- m. Privacy and security.** Microsoft and Enrolled Affiliate will each comply with all applicable privacy and data protection laws and regulations (including applicable security breach notification law). However, Microsoft is not responsible for compliance with any laws applicable to Enrolled Affiliate or Enrolled Affiliate's industry that are not also generally applicable to information technology services providers. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this agreement. Enrolled Affiliate may choose to provide personal information to Microsoft on behalf of third parties (including Enrolled Affiliate's contacts, resellers, distributors, administrators, and employees) as part of this agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft. The personal information Enrolled Affiliate provides in connection with this agreement will be processed according to the privacy statement available at <https://www.microsoft.com/licensing/servicecenter> (see footer), except that Product-specific privacy statements are in the Product use rights. Personal data collected through Products or Services may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities. By using the Products or Services, Customer consents to the foregoing. Microsoft abides by the EU Safe Harbor and the Swiss Safe Harbor frameworks as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of data from the European Union, the European Economic Area, and Switzerland. For Online Services, additional privacy and security details are in the Product use rights.
- n. Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the online services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at <http://www.microsoft.com/enable>.
- o. Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on <http://www.microsoft.com> at such time.
- p. Copyright violation.** Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this agreement and the Product Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this agreement for unlicensed use.

- q. **U.S. export jurisdiction.** Products and Fixes are subject to U.S. export jurisdiction. Customer will comply with all U.S. Export Administration Regulations and International Traffic in Arms Regulation requirements as well as all end-user, end-use, and destination restrictions issued by the U.S. and other governments applicable to this agreement. For additional information, see <http://www.microsoft.com/exporting>.



Enterprise Agreement Amendment ID CTM

State and Local

001-kayleed-S-50-a

This Amendment ("Amendment") is entered into between the parties identified on the attached program signature form. *It amends the agreement identified above ("Agreement") and replaces the former amendment with Proposal ID 000-rudyg-S-036-a in its entirety.* All terms used but not defined in this Amendment will have the same meanings provided in the Agreement.

1. Section 4 titled "**How to know what Product Use Rights apply**" is amended by the addition of the following subsection:
 - d. In lieu of your obligation to indemnify us under various provisions of the product use rights, you will be responsible for any cost or damages *assessed by a court of competent jurisdiction* arising from any claim to which your indemnity obligation would otherwise apply.
2. Section 7 titled "**Term and termination**", subsections *a* and *b*, are hereby deleted in their entirety and replaced with the following:
 - a. **Term.** The term of this agreement will be extended to *72 months* from the Effective date and will expire on *March 31, 2020* unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.
 - b. **Termination without cause.** Either party may terminate this agreement, without cause, *upon 30 days written notice*. Such termination will merely terminate either party's and its Affiliates' ability to enter into new Enrollments under this agreement. Such termination will not affect any Enrollment or order not otherwise terminated, and any terms of this agreement applicable to any Enrollment or order not otherwise terminated will continue in effect with respect to that Enrollment or order. An Enrolled Affiliate may terminate an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Enrollment are not appropriated or allocated for such purpose.
3. The first paragraph of Section 10 titled "**Confidentiality**", is hereby deleted in its entirety and replaced with the following:

This agreement and all associated documents, that are not otherwise exempt under law, are considered public records and will be disclosed to the public in accordance with applicable laws, rules, and policies governing the West Virginia Purchasing Division. Disclosure includes, but is not limited to, publication of this agreement on the Purchasing Division's website immediately upon its execution. Applicable laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code section 29B 1 1 et seq. Notwithstanding the foregoing, neither party will disclose the substance of any discussions that led to the terms of this Agreement, to any third party other than Affiliates or agents, or to designated or prospective resellers who: (1) have a need to know such information in order to assist in carrying out this Agreement; and (2) have been instructed that all such information is to be handled in strict confidence.
4. Section 12 titled "**Defense of infringement, misappropriation, and third party claims**", subsection *c.*, is hereby deleted in its entirety and replaced with the following:
 - c. **Enrolled Affiliate's agreement to protect.** *To the extent permitted by West Virginia law*, Enrolled Affiliate will defend Microsoft and its Affiliates against any claims made by an unaffiliated third party that:

- (i) any Customer Data or non-Microsoft software Microsoft hosts on Customer's behalf infringes the third party's patent, copyright, or trademark or makes unlawful use of its Trade Secret; or
- (ii) Arises from violation of just the Acceptable use Policy, which is described in the Product Use Rights.

Customer will be responsible for the amount of any resulting adverse final judgment (or settlement to which it consents). This Section provides Microsoft's exclusive remedy for these claims assessed by a court of competent jurisdiction.

5. Section 13 titled "**Limitation on liability**" is hereby deleted in its entirety and replaced with the following.

Limitation of liability.

- a. The following additional definitions shall apply to this section 13:

"Covered Disclosure" means any Breach of Customer's Unsecured Protected Health Information, as defined in the Business Associate Enterprise Enrollment Amendment, M176, that Microsoft may discover and any disclosure of Customer Data as a result of a Security Incident that arises, in whole or in part, out of Microsoft's breach of its obligations under the Agreement related to Customer Data; and

"Security Incident" means any unlawful access to any Customer Data stored or transmitted on Microsoft's equipment or in Microsoft's facilities or unauthorized access to such equipment or facilities or transmissions resulting in loss, disclosure, or alteration of Customer Data; and

"PII" means information or data, alone or in combination, that (a) identifies or authenticates a particular individual. PII may include, without limitation, name, date of birth, full address (e.g. house number, city, state, and/or zip code), passwords, PINs, biometric data, unique identification numbers (e.g., social security numbers, driver license numbers, credit or debit account numbers, medical record numbers), federal or state tax information, answers to security questions or other personal identifiers or (b) meets the definition ascribed to the term "Personal Information" under §6809(4) of the Gramm-Leach-Bliley Act.

- b. **Limitation on liability.** To the extent permitted by applicable law, the liability of Microsoft and Enrolled Customer, their respective Affiliates and contractors arising under this agreement is limited to direct damages up to the following:

- (i) *for Products other than Online Services, two times (2x) the amount Enrolled Customer was required to pay for the Product giving rise to that liability and*
- (ii) *for Online Services for entities other than Qualifying Agencies who are otherwise subject to subsection e below, the amount Enrolled Affiliate paid for the Online Service giving rise to that liability during the prior 12 months.*
- (iii) *For purposes of clarity, notwithstanding the extent to which any component of an Online Service (e.g. Exchange Online within Office 365 Services) gives rise to liability, Microsoft's limitation of liability will be calculated using the whole monthly prices of each Online Services SKU (including the monthly prices of Suites, rather than the components of such Suites) on the impacted Enrollment for which the Enrolled Affiliate has placed subscription orders.*
- (iv) *This monetary limitation of liability for Online Services will also apply to Microsoft's liability arising out of or in relation to Customer Data.*
- (v) *The following costs related to a Covered Disclosure shall be deemed to be "direct damages" not subject to the exclusion of indirect or consequential damages set forth herein:*

- 1. *An Enrolled Affiliate's reasonable costs in notifying affected individuals of Covered Disclosure in which the data subjects' PII has been disclosed;*

2. *Credit monitoring for up to twelve (12) months for affected individuals;*
3. *Damages and fines assessed against Enrolled Affiliates by a court of competent jurisdiction and awarded to individuals whose PII is subject to a Covered Disclosure, and*
4. *Any additional reasonable and documented costs of any mitigation, remedies or plans to the extent that such mitigation, remedies or plans are customary, reasonable, and expected to be paid by government entities, given the nature and scope of the Security Incident involving a Customer Data breach of PII, as validated by an independent internationally recognized third party industry expert chosen by both parties.*

In the case of Products provided free of charge, or code that Enrolled Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to U.S. \$5,000. These limitations apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory. However, these monetary limitations will not apply to:

- (i) Microsoft's and Enrolled Affiliate's obligations under the section titled "Defense of infringement, misappropriation, and third party claims";
- (ii) liability for damages caused by either party's gross negligence or willful misconduct, or that of its employees or its agents, and awarded by a court of final adjudication (provided that, in jurisdictions that do not recognize a legal distinction between "gross negligence" and "negligence," "gross negligence" as used in this subsection shall mean "recklessness");
- (iii) liabilities arising out of any breach by either party of its obligations under the section entitled "Confidentiality", except that Microsoft's liability arising out of or in relation to Customer Data shall in all cases be limited to the amount Enrolled Affiliate paid for the Online Service giving rise to that liability during the prior 12 months;
- (iv) liability for personal injury or death caused by either party's negligence, or that of its employees or agents, or for fraudulent misrepresentation; and
- (v) violation by either party of the other party's intellectual property rights.

c. EXCLUSION OF CERTAIN DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, NEITHER PARTY, NOR ANY OF ITS AFFILIATES, OR CONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. HOWEVER, THIS EXCLUSION DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATIONS (EXCEPT TO THE EXTENT THAT SUCH VIOLATION RELATES TO CUSTOMER DATA), THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR THE PARTIES' RESPECTIVE OBLIGATIONS IN THE SECTION TITLED "DEFENSE OF INFRINGEMENT, MISAPPROPRIATION, AND THIRD PARTY CLAIMS."

d. Affiliates and Contractors. Neither Microsoft nor Enrolled Customer shall bring any action against the other's Affiliates or contractors in respect of any matter disclaimed on their behalf in this agreement.

e. Limitation of Liability for Online Services for Qualifying Agencies.

- (i) **Definitions.** The following additional definitions shall apply to this Section 13(e):

"Covered Online Services" means any Online Service included in the section of the Online Services Terms titled "Data Processing Terms"; and

"Qualifying Agencies" mean the West Virginia State Agencies listed in the following table:

Qualifying Agencies
WV Department of Administration
WV Office of Technology
Workforce West Virginia
WV Department of Tax and Revenue
WV Division of Rehab Services
WV Department of Military Affairs & Public Safety
WV Department of Environmental Protection
WV Department of Health & Human Resources
WV Department of Commerce
WV Department of Transportation
WV Department of Education and the Arts
WV Development Office
WV Department of Agriculture
WV Lottery
WV Conservation Agency
WV State Auditors Office
WV Secretary of State
WV State Treasurer's Office
Office of the West Virginia Attorney General
WV Enterprise Resource Planning Board

Qualifying Agency Enrollment" means an unexpired Enrollment between Microsoft and a Qualifying Agency under this Agreement.

(ii) **Limitation on liability for Online Services.** To the extent permitted by applicable law and solely with respect to Online Services ordered under Qualifying Agency Enrollments, the liability for direct damages in section 13(b)(ii) is modified as follows:

- a. For Covered Online Services ordered by Qualified Agencies which experience a Covered Disclosure, Microsoft's maximum liability to WV Board of Risk and Insurance Management ("BRIM") on behalf of all such Qualified Agencies, in aggregate, will not exceed the lesser of (A) \$20,000,000 or (B) the amount Qualifying Agencies collectively paid across all Qualifying State Agency Enrollments during the prior 12 months for the Covered Online Service that gave rise to the liability; and
- b. For Online Services other than Covered Online Services, and for damages related to Covered Online Services for which no Covered Disclosure occurred, Microsoft's maximum liability to Qualifying Agency for any incident giving rise to a claim will not exceed the amount Qualifying Agency paid for the Online Service giving rise to that liability during the prior 12 months.

(iii) **BRIM and Qualifying Agency Duties.** BRIM assumes full and sole responsibility for both:

- a. receiving from Microsoft those payments for damages related to Covered Online Services which experience a Covered Disclosure, as set forth in section 13(e)(ii)(1), with respect to each Qualified Agency; and

- b. disbursing such payments to the applicable Qualified Agencies.

Qualified Agencies must seek disbursement for damages collected from Microsoft related to Covered Online Services which experience a Covered Disclosure through BRIM, and not directly from Microsoft.

1. BRIM and Qualifying Agency Agreement

BRIM agrees to the following terms and conditions on behalf of all Qualifying Agencies, pursuant to its authority to bind such Qualifying Agencies pursuant to West Virginia Code § 29-12-5:

By entering into an Enrollment under the Enterprise Agreement, a Qualifying Agency (a) agrees to the terms and conditions of this Section 13(e) applicable to Qualifying Agencies, and (b) acknowledges BRIM has the authority to receive and disburse liability payments made by Microsoft on behalf of the Qualifying Agency regarding a Covered Online Service.

If there are any disputes between a Qualifying Agency and Microsoft regarding a Covered Online Service which experiences a Covered Disclosure, the Qualifying Agency will provide written notice of the nature of such dispute. The Qualifying Agency will provide reasonable assistance and cooperation in resolving the dispute. BRIM will receive and disburse to Qualifying Agency any liability payments made by Microsoft for a Covered Online Service which experiences a Covered Disclosure in the manner set forth in the Enterprise Agreement.

Before Microsoft is obligated to disburse any liability payments, BRIM will facilitate the collection of documentation from each affected Qualifying Agency acknowledging that the amount to be disbursed represents the Qualifying Agency's damages and that the Qualifying Agency discharges and releases Microsoft from all past, present and future claims relating to the Covered Online Service experiencing a Covered Disclosure that gave rise to the liability payments.

For purposes of clarity:

- Microsoft will not pay any amount directly to any Qualifying Agency (other than BRIM or its successor on behalf of the other Qualifying Agencies) for Covered Online Services under this Section.
- Except as provided separately for Qualifying Agencies, the amount of the limitation of liability as set forth in this Section 13 will be calculated and applied separately for each Qualifying Agency.
- Microsoft then-current limitation of liability, for any event which gives rise to Microsoft's liability based upon one or more such Qualifying Agencies' Covered Online Services, will not be increased or decreased with respect to such event by the addition or reduction of other Qualifying Agencies on or after the date such event commenced.

6. Section 15.g. titled "Entire agreement" is hereby deleted in its entirety and replaced with the following:

- g. **Entire agreement.** This agreement, the Product List, all Enrollments under this agreement, and the Product Use Rights constitute the entire agreement concerning the subject matter and supersede any prior or contemporaneous communications. In the case of a conflict between any documents referenced in this agreement that is not expressly resolved in the documents, their terms will control in the following order: (1) *this Enterprise Agreement (and*

any amendments hereto) and the accompanying signature form; (2) any Enrollment (or any amendments thereto); (3) the *Product Terms*; (4) the *Online Services Terms*; (5) any other documents in this Agreement; and (6) all orders submitted under this agreement.

7. Section 15.m. titled “**Privacy and Security**” is hereby deleted in its entirety and replaced with the following:

m. Privacy and security. Microsoft and Enrolled Affiliate will each comply with all applicable privacy and data protection laws and regulations (including applicable security breach notification law). However, Microsoft is not responsible for compliance with any laws applicable to Enrolled Affiliate or Enrolled Affiliate's industry that are not also generally applicable to information technology services providers. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this agreement. Enrolled Affiliate may choose to provide personal information to Microsoft on behalf of third parties (including Enrolled Affiliate's contacts, resellers, distributors, administrators, and employees) as part of this agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft. The personal information Enrolled Affiliate provides in connection with this agreement will be processed according to the privacy statement available at <https://www.microsoft.com/licensing/servicecenter> (see footer), except that Product-specific privacy statements are in the Product use rights. Personal data collected through Products or Services may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities. By using the Products or Services, Customer consents to the foregoing. Microsoft abides by the EU Safe Harbor and the Swiss Safe Harbor frameworks as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of data from the European Union, the European Economic Area, and Switzerland. For Online Services, additional privacy and security details are in the Product use rights.

8. New subsections **15 r-w** are hereby added to the agreement as follows:

- r. Availability of funds.** *Each payment obligation of Customer or Customer's Affiliates is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. Nothing in the section shall be construed to limit Microsoft's right to terminate one or more enrollments upon non-payment due to non-appropriation of funds, pursuant to section 7. Term and Termination, or to issue partial license confirmations in a quantity proportionate to the amount paid relative to the total prior to such termination, pursuant to subsection 7(d).*
- s. Litigation assistance.** *Microsoft shall provide commercially reasonable assistance to agency in the event of formal litigation or administrative proceedings against the Agency, its officers or employees based upon claimed violations of any applicable regulation or law attributable in whole or in part to Microsoft's performance of its obligations under this Enrollment, except to the extent Microsoft is named as an adverse party.*
- t. HIPAA BAA, Appendix A.** Microsoft and Customer agree Appendix A is hereby added to the agreement. Appendix A includes a sample Amendment for the Business Associate Enterprise Enrollment Amendment, M176 (“BAA”). The following terms and conditions apply to these sample Amendments included in Appendix A:
- The BAA should be included as part of the Enrollment for Affiliates that purchase Office 365 Online Services if the Affiliate is governed by HIPAA.
 - The Amendment is included for reference only. The terms and conditions of the Amendment have been negotiated previously and cannot be changed without approval by Customer and Microsoft.
- u. Security Incident.** Notwithstanding anything to the contrary in the Data Protection Terms section of the Online Services Terms (the “DPT”), and solely applicable to services covered by the DPT, the following terms and conditions shall apply:

For each security breach that is a Security Incident, notification by Microsoft (as described in the "Security Incident Notification" section in the General Privacy and Security Terms section of the Online Services Terms) will be made without unreasonable delay and, in any event, within 5 business days after Microsoft becomes aware of the Security Incident.

- v. **Forms.** It is the intent of the parties that the following forms and applicable versions will be used for any new or renewal Enrollments entered into during the term of this agreement.

Form	Document ID	Date	Required or Optional
Enterprise Enrollment	X20-10634	November 2016	Required
Office 365 Security Incident Notification	M183	January 2016	Optional
HIPAA BAA	M176	Custom per Appendix A	Optional

However, Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into newer versions of these forms upon approval by Customer and Microsoft.

- w. **Background check.** The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check *conducted by the State and mutually agreed upon in writing by the parties.*

Except for changes made by this Amendment, the Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Agreement identified above, this Amendment shall control.

This amendment must be attached to a signature form to be valid.

Appendix A

The following Enrollment amendment is included for reference. The terms and conditions of the amendment are not binding unless they are signed as part of an Enterprise Enrollment.

Business Associate Enterprise Enrollment Amendment, CTM-M176

Amendment to Contract Documents

Enrollment Number
Microsoft to complete for initial term
Partner to complete for renewal

Proposal ID

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment Microsoft Online Services HIPAA Business Associate Amendment ID CTM-M176

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment identified above ("Enrollment"). All terms used but not defined in this Amendment will have the same meanings provided in the Enrollment.

The Microsoft Online Services provided to Customer require Microsoft to host Customer Data that may contain Protected Health Information. Customer is a Covered Entity or a Business Associate. To the extent Microsoft creates, receives, maintains, or transmits Protected Health Information, Microsoft is a Business Associate of Customer. As such, HIPAA requires Microsoft and Customer to comply with additional obligations under the Privacy Rule, Breach Notification Rule, and Security Rule that relate to the Use, access, and Disclosure of Protected Health Information.

The terms and conditions in this Amendment supersede any conflicting terms and conditions in Customer's Enrollment and supersede and replace any previous Enrollment amendments related to the subject matter of this Amendment. The Parties amend and supplement the Enrollment with the following:

1. Definitions.

Except as otherwise defined in this Amendment, any and all capitalized terms shall have the definitions set forth in HIPAA, and Customer's Enrollment.

"Breach Notification Rule" means the Breach Notification for Unsecured Protected Health Information Final Rule.

"Business Associate" shall have the same meaning as the term "business associate" in 45 CFR § 160.103 of HIPAA.

"Covered Entity" shall have the same meaning as the term "covered entity" in 45 CFR § 160.103 of HIPAA.

"Customer" means the customer identified on the signature form.

"HIPAA" collectively means the administrative simplification provision of the Health Insurance Portability and Accountability Act enacted by the United States Congress, and its implementing regulations, including the Privacy Rule, the Breach Notification Rule, and the Security Rule, as amended from time to time, including by the Health Information Technology for Economic and Clinical Health ("HITECH") Act and by the Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health

Act and the Genetic Information Nondiscrimination Act; Other Modifications to the HIPAA Rules; Final Rule.

"Microsoft Online Services" for this Amendment only, means Office 365 Services.

"Office 365 Services" means (a) Exchange Online, Exchange Online Archiving, SharePoint Online, Lync Online, and Office Web Apps included in Office 365 Enterprise Plans E1, E2, E3, E4, K1, and K2; Office 365 Midsize Business; Office 365 Small Business; and Office 365 Small Business Premium, and (b) Exchange Online Plans 1, 2, Basic, and Kiosk; SharePoint Online Plans 1 and 2; Office Web Apps Plans 1 and 2; and Lync Online Plans 1, 2, and 3. Office 365 Services do not include Office 365 ProPlus or any separately branded service made available with an Office 365-branded plan or suite.

"Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information.

"Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 160.103 of HIPAA, provided that it is limited to such protected health information that is received by Microsoft from, or created, received, maintained, or transmitted by Microsoft on behalf of, Customer.

"Security Rule" means the Security Standards for the Protection of Electronic Protected Health Information.

2. Permitted Uses and Disclosures of Protected Health Information.

- a. **Performance of the Enrollment for Microsoft Online Services.** Except as otherwise limited in this Amendment, Microsoft may Use and Disclose Protected Health Information for, or on behalf of, Customer as specified in the Enrollment.
- b. **Management, Administration, and Legal Responsibilities.** Except as otherwise limited in this Amendment, Microsoft may Use and Disclose Protected Health Information for the proper management and administration of Microsoft and/or to carry out the legal responsibilities of Microsoft, provided that any Disclosure may occur only if: (1) Required by Law; or (2) Microsoft obtains written reasonable assurances from the person to whom the Protected Health Information is Disclosed that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and the person notifies Microsoft of any instances of which it becomes aware in which the confidentiality of the Protected Health Information has been breached.

3. Responsibilities of the Parties with Respect to Protected Health Information.

- a. **Microsoft's Responsibilities.** To the extent Microsoft is acting as a Business Associate, Microsoft agrees to the following:
 - (i) **Limitations on Use and Disclosure.** Microsoft shall not Use and/or Disclose the Protected Health Information other than as permitted or required by the Enrollment and/or this Amendment or as otherwise Required by Law; provided that any such Use or Disclosure would not violate HIPAA if done by Customer, unless expressly permitted for Business Associates under HIPAA. Microsoft shall make reasonable efforts to Use, Disclose, and/or request the minimum necessary Protected Health Information to accomplish the intended purpose of such Use, Disclosure, or request.
 - (ii) **Safeguards.** Microsoft shall: (1) use reasonable and appropriate safeguards to prevent inappropriate Use and Disclosure of Protected Health Information other than as provided for in this Amendment; and (2) comply with the applicable requirements of 45 CFR Part 164 Subpart C of the Security Rule.
 - (iii) **Reporting.** Microsoft shall *promptly* report to Customer: (1) any Use and/or Disclosure of Protected Health Information that is not permitted or required by this Amendment of which Microsoft becomes aware; (2) any Security Incident of which it becomes aware, provided that notice is hereby deemed given for Unsuccessful Security Incidents and no further notice of such Unsuccessful Security Incidents shall be given; and/or (3) any Breach of Customer's Unsecured Protected Health Information that Microsoft may discover (in accordance with 45 CFR § 164.410 of the

Breach Notification Rule). Notification of a Breach will be made without unreasonable delay, but in no event **more than five (5) business days after Microsoft determines that a Breach of Customer's Unsecured Protected Health Information has occurred.** Taking into account the level of risk reasonably likely to be presented by the Use, Disclosure, Security Incident, or Breach, the timing of other reporting will be made consistent with Microsoft's and Customer's legal obligations. For purposes of this Section, "Unsuccessful Security Incidents" mean, without limitation, pings and other broadcast attacks on Microsoft's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, as long as no such incident results in unauthorized access, acquisition, Use, or Disclosure of Protected Health Information. Notification(s) under this Section, if any, will be delivered to contacts identified by Customer pursuant to Section 3b(ii) (Contact Information for Notices) of this Amendment by any means Microsoft selects, including through e-mail. Microsoft's obligation to report under this Section is not and will not be construed as an acknowledgement by Microsoft of any fault or liability with respect to any Use, Disclosure, Security Incident, or Breach.

As a condition of Microsoft's commitment to provide notification of a Breach no more than five (5) business days after Microsoft determines that a Breach of Customer's Unsecured Protected Health Information has occurred, Customer must provide Microsoft with the following information:

- ***Customer's Microsoft Online Direct Routing Domain (MODRD) (i.e. *.onmicrosoft.com);***
- ***Current contact information, including email and phone number, of the responsible Customer employee(s) that is to be notified in the case of Breach. This must be an individual or individuals and not a title.***

The contact information must be provided to Microsoft directly through Customer's responsible account manager and not within the Contact Information section of the Enrollment itself, and must remain up-to-date for Microsoft to provide notification as detailed in this section. Customer's account manager will provide the updated contact information to the responsible Microsoft business group through Customer's licensing executive.

- (iv) **Subcontractors.** In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2) of HIPAA, Microsoft shall require its Subcontractors who create, receive, maintain, or transmit Protected Health Information on behalf of Microsoft to agree in writing to: (1) the same or more stringent restrictions and conditions that apply to Microsoft with respect to such Protected Health Information; (2) appropriately safeguard the Protected Health Information; and (3) comply with the applicable requirements of 45 CFR Part 164 Subpart C of the Security Rule.
- (v) **Disclosure to the Secretary.** Microsoft shall make available its internal practices, records, and books relating to the Use and/or Disclosure of Protected Health Information received from Customer to the Secretary of the Department of Health and Human Services for purposes of determining Customer's compliance with HIPAA, subject to attorney-client and other applicable legal privileges.
- (vi) **Access.** If Microsoft maintains Protected Health Information in a Designated Record Set for Customer, then Microsoft, at the request of Customer, shall make access to such Protected Health Information available to Customer in accordance with 45 CFR § 164.524 of the Privacy Rule.
- (vii) **Amendment.** If Microsoft maintains Protected Health Information in a Designated Record Set for Customer, then Microsoft, at the request of Customer, shall make available such Protected Health Information to Customer for amendment and incorporate any reasonably requested amendment in the Protected Health Information in accordance with 45 CFR § 164.526 of the Privacy Rule.
- (viii) **Accounting of Disclosure.** Microsoft, at the request of Customer, shall make available to Customer such information relating to Disclosures made by Microsoft as required for Customer to make any requested accounting of Disclosures in accordance with 45 CFR § 164.528 of the Privacy Rule.

- (ix) **Performance of a Covered Entity's Obligations.** To the extent Microsoft is to carry out a Covered Entity obligation under the Privacy Rule, Microsoft shall comply with the requirements of the Privacy Rule that apply to Customer in the performance of such obligation.

b. Customer Responsibilities.

- (i) **No Impermissible Requests.** Customer shall not request Microsoft to Use or Disclose Protected Health Information in any manner that would not be permissible under HIPAA if done by a Covered Entity (unless permitted by HIPAA for a Business Associate).

- (ii) **Contact Information for Notices.** Customer hereby agrees that any reports, notification, or other notice by Microsoft pursuant to this Amendment may be made electronically. *In addition to providing contact information for notices to Customer's Account Manager per Section 3(a)(iii) above*, Customer shall provide *the same* contact information *herein below and shall ensure that Customer's contact information remains up to date during the term of this Amendment by providing updated contract information* to MSO-HIPAA@microsoft.com or such other location or method of updating contact information as Microsoft may specify from time to time and shall ensure that Customer's contact information remains up to date during the term of this Amendment. Contact information must include **Customer's Microsoft Online Direct Routing Domain (MODRD)**, name of individual(s) to be contacted, title of individual(s) to be contacted, e-mail address of individual(s) to be contacted, name of Customer organization, and, if available, either contract number or subscriber identification number.

1) **Customer's Microsoft Online Direct Routing Domain (MODRD):** Click here to enter text.

2) **Name of individual(s) to be contacted:** Click here to enter text.

3) **Title of individual(s) to be contacted:** Click here to enter text.

4) **E-mail address of individual(s) to be contacted:** Click here to enter text.

5) **Name of Customer organization:** Click here to enter text.

6) **Contract number:** Click here to enter text ;
or subscriber identification number: Click here to enter text.

- (iii) **Safeguards and Appropriate Use of Protected Health Information.** Customer is responsible for implementing appropriate privacy and security safeguards to protect its Protected Health Information in compliance with HIPAA. Without limitation, it is Customer's obligation to:

- 1) Not include Protected Health Information in: (1) information Customer submits to technical support personnel or to community support forums; and (2) Customer's address book or directory information. In addition, Microsoft does not act as, or have the obligations of, a Business Associate under HIPAA with respect to Customer Data once it is sent to or from Customer outside Microsoft Online Services over the public Internet.
- 2) Implement privacy and security safeguards in the systems, applications, and software Customer controls, configures, and uploads into the Microsoft Online Services.

4. Applicability of Amendment.

As of the effective date of this Amendment, this Amendment is applicable to Microsoft Online Services. At such time as Microsoft is willing to enter into the terms of this Amendment with respect to other current or future Microsoft online services, Microsoft will notify Customer of the effective date that this Amendment will be applicable to such other Microsoft online services. Subsequent to the effective date identified in Microsoft's notice, and provided Customer has by that date entered into an agreement for such other Microsoft online services, this Amendment will apply to Customer's other Microsoft online services without additional action by Customer. Customer acknowledges that this

Amendment is not effective as to an applicable Microsoft online service until Microsoft notifies Customer this Amendment is effective as specified in this Section 4. It is Customer's obligation to not store or process Protected Health Information in a Microsoft online service until on or after the date this Amendment is effective as to the applicable service.

5. Term and Termination.

- a. Term.** This Amendment shall continue in effect until the earlier of (1) termination by a Party for breach as set forth in Section 5b, below, or (2) expiration of Customer's Enrollment
- b. Termination for Breach.** Either Party immediately may terminate the Enrollment if the other Party is in material breach or default of any obligation in this Amendment that is not cured within *sixty (60)* calendar days written notice of such breach or default.
- c. Return, Destruction, or Retention of Protected Health Information Upon Termination.** Upon expiration or termination of this Amendment, Microsoft shall return or destroy all Protected Health Information in its possession, if it is feasible to do so, and as set forth in the applicable termination provisions of the Product Use Rights and/or Enrollment. If Microsoft determines that it is not feasible to return or destroy any portions of the Protected Health Information upon termination of this Amendment, then Microsoft shall extend the protections of this Amendment, without limitation, to such Protected Health Information and limit any further Use or Disclosure of the Protected Health Information to those purposes that make the return or destruction infeasible for the duration of the retention of the Protected Health Information.

6. Miscellaneous.

- a. Interpretation.** The Parties intend that this Amendment be interpreted consistently with their intent to comply with HIPAA and other applicable federal and state law. Except where this Amendment conflicts with the Enrollment, all other terms and conditions of the Enrollment remain unchanged. The Parties agree that in the event an inconsistency exists between the Enrollment and this Amendment, the provisions of this Amendment will control to the extent of such inconsistency. Any captions or headings in this Amendment are for the convenience of the Parties and shall not affect the interpretation of this Amendment.
- b. Amendments; Waiver.** This Amendment may not be modified or amended except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, as a bar to, or as a waiver of any right or remedy as to subsequent events.
- c. No Third Party Beneficiaries.** Nothing express or implied in this Amendment is intended to confer, nor shall anything in this Amendment confer, upon any person other than the Parties, and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
- d. Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed an original.
- e. Severability.** In the event that any provision of this Amendment is found to be invalid or unenforceable, the remainder of this Amendment shall not be affected thereby, but rather the remainder of this Amendment shall be enforced to the greatest extent permitted by law.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

WV M176 CTM Amend .docx	CTM	CTM-CTC-OTC	BD
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Enterprise Enrollment

Enterprise Enrollment number
(Microsoft to complete)Previous Enrollment number
(Reseller to complete)

Framework ID
(if applicable)

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State and Local

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
 - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. **Pricing.**

a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. **Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. **Payment terms.**

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. **End of Enrollment term and termination.**

a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. **If Enrolled Affiliate elects not to renew.**

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") for up to one year, unless designated in the Product Terms to continue until cancelled, is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. **Government Community Cloud.**

a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly

prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.



Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☐ Enrolled Affiliate only

☐ Enrolled Affiliate and all Affiliates

☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: <Choose One>

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)*

Contact name* First Last

Contact email address*

Street address*

City*

State/Province*

Postal code* -

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country*

Phone*

Tax ID

** indicates required fields*

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Last

Contact email address*

Street address*

City*

State/Province*

Postal code* -

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country*

Phone*

Language preference. Choose the language for notices. English

☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Last

Contact email address*

Phone*

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. Reseller information.** Reseller contact for this Enrollment is:

Reseller company name*

Street address (PO boxes will not be accepted)*

City*

State/Province*

Postal code*

Country*

Contact name*

Phone*

Contact email address*

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____
Printed name* _____
Printed title* _____
Date* _____

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Enterprise Enrollment

Office 365 Security Incident Notification

Amendment ID CTM-M183

Enrollment Number
Microsoft to complete for initial term
Partner to complete for renewal

Proposal ID

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

The parties agree to amend the Enrollment as follows:

1. **Defined Terms**

Capitalized terms used but not defined in this Amendment will have the meanings provided in the Enrollment (including, as applicable, the Online Services Terms (OST)). The following definitions are used in this Amendment:

"Online Services" means, for purposes of this Amendment, the Online Services as defined in the "Data Processing Terms" section of the OST.

2. **Limited Reimbursement for Customer Remediation Costs**

To the extent that a Security Incident (as defined in the OST) results from Microsoft's failure to comply with its obligations under the Enrollment, and subject to the limitations of liability applicable to the applicable Online Services, Microsoft will reimburse Customer for reasonable out-of-pocket remediation costs incurred by Customer in connection with that Security Incident. "Reasonable out-of-pocket remediation costs" are costs that (a) are customary, reasonable and expected to be paid by companies in Customer's industry, based on the nature and scope of the Security Incident, and (b) do not arise from or relate to Customer's violation of (i) laws applicable to Customer or (ii) Customer's obligations to third parties, and (c) in no event include costs arising related to compliance with laws applicable to Customer or Customer's industry that are not generally applicable to information technology services providers. Customer must document all such expenditures and, upon Microsoft's request, those expenditures must be validated by an independent, internationally-recognized third party industry expert chosen by both parties. For avoidance of doubt, the costs reimbursed by Microsoft under this paragraph will be characterized as direct damages subject to the limitation on liability in the Master Agreement, and not as special damages excluded under the "EXCLUSION OF CERTAIN DAMAGES" in the Master Agreement.

3. **Miscellaneous**

- a. **Confidentiality.** *To the extent allowable under applicable law*, Customer will treat the terms and conditions of this Amendment as confidential and shall not disclose them to any third party except for Customer's auditors or consultants that need access to this information for the purpose of this business relationship as articulated in this Amendment and the Enrollment.
- b. **Term and Termination.** This Amendment shall automatically terminate upon any termination or expiration of the Enrollment. In addition, Microsoft shall have the right to immediately terminate this Enrollment in the event <Choose one> breaches any obligation in this Amendment.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.



Enterprise Sub 250 Program Amendment ID W29

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

The parties agree that the Enrollment is amended as follows:

1. ***On the first page of the Enrollment, the following is added after the second paragraph:***

By entering into this Enrollment, the Enrolled Affiliate agrees that (1) it also has 250 or more Qualified Devices or Qualified Users; or (2) as a condition of entering into this Enrollment with 25-249 Qualified Devices or Qualified Users, Enrolled Affiliate has elected not to receive CD ROMs as part of the Enrollment and therefore no CD ROMs will automatically be shipped. If Enrolled Affiliate is enrolling with 25-249 Qualified Devices or Qualified Users and it would like to receive CD ROM Kits and updates, Enrolled Affiliate may order these through its Reseller for a fee.

The submission of this Amendment can only be placed against a 2011 Enterprise Agreement or an Enrollment that has the Updated EA Amendment terms and conditions applied. The submittal of this Amendment may not be contingent on submittal of a new Enterprise Agreement.

2. ***Section 2a of the Enrollment, titled "Order requirements", is hereby amended and restated in its entirety with the following:***

- a. **Minimum Order Requirements.** Enrolled Affiliate's Enrollment must have a minimum of 25 Qualified Users or Qualified Devices.
 - (i) **Initial Order.** Initial order must include at least 25 Licenses from one of the four groups outlined in the Product Selection Form.
 - (ii) **If choosing Enterprise Products.** If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate's initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.
 - (iii) **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
 - (iv) **Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

3. ***Software Assurance renewal.***

Renewing Software Assurance: If Enrolled Affiliate will be renewing Products Software Assurance coverage from a separate agreement, check this box.	<input type="checkbox"/>
--	--------------------------



By checking the above box, a new section is added to the Enrollment entitled "Software Assurance addition."

Enrolled Affiliate is permitted to and will include in its initial order under this Enrollment Software Assurance quantities from eligible Program's identified in the table below, even though Enrolled Affiliate is not otherwise eligible to order such Software Assurance without simultaneously ordering a License.

Enrolled Affiliate agrees that any perpetual Licenses received through the New Software Assurance shall supersede and replace the underlying Licenses, and the underlying Licenses are not to be transferred separately from any Licenses received through the New Software Assurance. Any remaining payment obligations with respect to the underlying Licenses shall continue in effect.

Program	License ID Number	Expiration Date

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

SAMPLE

Volume
Licensing

Product Terms

January 1, 2017

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Introduction

About this Document

Beginning July 1, 2015, the Product Terms replaces both the Product List and the Product Use Rights (PUR) documents. All references to the Product List and PUR in Customer's volume licensing agreements refer to the applicable sections of the Product Terms. The Product Terms describe the availability of Products and Professional Services through the Microsoft Volume Licensing Programs (previously conveyed through the Product List), as well as the use rights for Software Products (previously conveyed through the PUR). Terms of service for the Online Services referenced in this document are published in the Online Services Terms (OST) at <http://go.microsoft.com/?linkid=9840733>.

Products listed in the Product Terms are available as of the date on the Product Terms [Cover Page](#). Earlier versions of the Product Terms are available on <http://go.microsoft.com/?linkid=9839207>, including earlier versions of the Product List and PUR documents. Information on discontinued Microsoft products and services is available on <http://www.microsoftvolumelicensing.com>. Customers should contact their reseller or Microsoft account manager for information pertaining to regional availability of Microsoft products and Professional Services.

What this Document contains

The Product Terms includes the following sections:

- [Introduction](#), which includes a list of recent changes.
- [License Terms](#), which list the Universal License Terms and License Model Terms that apply to Software Products.
- [Software Products](#), which list all Software Product Entries.
- [Online Services Products](#), which list all Online Services Product Entries.
- [Glossary](#), which defines Attributes, Cell Values, Column Headings and other capitalized terms used in the Product Terms.
- The following appendices:
 - [Appendix A – CAL/ML Equivalent Licenses Table](#), which identifies CAL suites and Online Services subscription Licenses available that provide access to Server Products.
 - [Appendix B – Software Assurance](#), which describes rules on purchasing SA and additional benefits available to SA customers.
 - [Appendix C – Professional Services](#), which lists the Professional Services offered through Microsoft Volume Licensing.
 - [Appendix D – Program Agreement Supplemental Terms](#), which provides additional terms for Microsoft Volume Licensing Program Agreements.
 - [Appendix E – Product Promotions](#), which lists Product promotions that are not otherwise on the Price List.
 - [Appendix F – Storage Array Terms](#), which provided additional terms for Storage Array devices.
- [Index](#), which lists all the Products referenced in the Product Terms and identifies where they are located.

How to Navigate a Product Entry

Each Software Product Entry includes four sections: Program Availability, Product Conditions, Use Rights, and Software Assurance. Each Online Services Product Entry includes two sections: Program Availability and Product Conditions.

1. Program Availability identifies, for each Product, the offering type, point count (where applicable), and availability across volume licensing programs.

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EV/EAS	UVS+ES	RES
Windows MultiPoint Server 2012 Standard	12/12	5	8	8							A
Windows MultiPoint Server 2012 Premium	12/12	10	15	5							A

Point values are for one year.

Hovering a cursor over the column headings and cell values displays additional information.

A green cell means the Product is available in the column's Program.

2. Product Conditions provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

2. Product Conditions

Prior Version: Visual Studio 2012 (8/12)	Product Pool: Applications	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): N/A
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCF): All except MSDN OS	Transition Eligible: N/A	True Up Eligible: N/A
USD Discount: N/A		

Hovering a cursor over blue text displays additional information.

A gray cell means the attribute does not apply to the Product(s) listed in 1. Program Availability.

2.1 License Grant for SQL Server Parallel Data Warehouse Developer
The Licensed Users under Visual Studio Professional with MSDN, Visual Studio Premium 2013 with MSDN, Visual Studio Test Professional 2013 with MSDN and Visual Studio Test Professional 2013 with MSDN are deemed to have one license for SQL Server 2012 Parallel Data Warehouse Developer.

3. Use Rights identifies the License Terms for each Software Product, including the Universal License Terms, the applicable License Model, and any Product-Specific License Terms. References in Customer's volume licensing agreement to "Product Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry. Terms for Online Services are in the OST.

3. Use Rights		
License Terms: Universal Servers/CAL	Product-Specific License Terms: N/A	Additional Software: All
Client Access Requirement: All	External User Access Requirement: CAL	Included Technologies: N/A
Notices: N/A		
3.1 Server Software Access		
Base Access License	Project Server 2013 CAL Project Online User SL	Pro Pro

Blue underline text is a "hyperlink" redirecting to more details

Server Software Access table identifies the licenses needed to access the Servers or manage devices using the Products listed in 1. Program Availability

4. Software Assurance identifies terms and conditions associated with SA coverage.

4. Software Assurance		
SA Benefits: Server	Disaster Recovery: N/A	Fail-Over Rights: All (except Developer and Parallel Data Warehouse)
License Mobility: All (except Developer and Parallel Data Warehouse)	Migration Rights: Product List – March 2014 and March 2015	Roaming Use Rights: N/A
Self-Hosting: All (except Developer)		
4.1 SQL Server 2014 Enterprise Core – Unlimited Virtualization Customer may run any number of instances of the server software in any number of OSs on any Licensed Software on all of its core licenses for the Server.		

Identifies where information on migration paths from one version of software to another version is located

Clarifications and Summary of Changes to this Document

Below are recent additions, deletions and other changes to the Product Terms. Also listed below, are clarifications of Microsoft policy in response to common customer questions.

Additions	Deletions
System Center 2016 Data Protection Manager per OSE	System Center 2016 Client Management Suite per OSE
System Center 2016 Data Protection Manager per User	System Center 2016 Client Management Suite per User
System Center 2016 Operations Manager per OSE	Microsoft Azure StorSimple Monetary Commitment-1 (8100 device)
System Center 2016 Operations Manager per User	Microsoft Azure StorSimple Monetary Commitment-1 (8600 device)
System Center 2016 Orchestrator per OSE	Operations Management Suite E1 Add-on
System Center 2016 Orchestrator per User	Operations Management Suite E2 Add-on
System Center 2016 Service Manager per OSE	Operations Management Suite E1
System Center 2016 Service Manager per User	Operations Management Suite E1 From SA
Microsoft Azure StorSimple Plan with Device (8100 device)	Operations Management Suite E2
Microsoft Azure StorSimple Plan with Device (8600 device)	Operations Management Suite E2 From SA
Microsoft Azure StorSimple Plan 8100 Renewal (no device)	Operations Management Suite: Insights and Analytics
Microsoft Azure StorSimple Plan 8600 Renewal (no device)	Operations Management Suite: Automation and Control
Operations Management and Security E1 Add-on	Operations Management Suite: Security and Compliance
Operations Management and Security E2 Add-on	Operations Management Suite: Backup and Disaster Recovery
Operations Management and Security E1	Office 365 Advanced eDiscovery
Operations Management and Security E1 From SA	Microsoft Learning MTA 250 Exam Site License
Operations Management and Security E2	Yammer Enterprise
Operations Management and Security E2 From SA	
Operations Management and Security: Insights and Analytics	
Operations Management and Security: Automation and Control	
Operations Management and Security: Security and Compliance	
Operations Management and Security: Backup and Disaster Recovery	
Office 365 Advanced Compliance	
Microsoft Learning MTA/MCA Certification 125 Exam Site License	
Microsoft Learning MOS/MCE Certification 125 Exam Site License	
Microsoft Learning MTA/MCE Certification 500 Exam Site License	

Software

Microsoft Dynamics 365 On-premises: The Migration License for Microsoft Dynamics CRM Software Assurance clause from Section 4 has been removed and a reference to the December 2016 Product Terms has been added to the Migrations Rights cell of Section 4's Attribute table to denote where this information resides.

System Center: System Center 2016 Client Management Suite was the last version of Client Management Suite. Each of the four component products of Client Management Suite are now licensed as separate products.

Visual Studio Team Foundation Server: The Software Assurance Migration for Customers with Visual Studio Team Foundation Server 2015 with SQL 2014 Technology and Software Assurance Migration for Customers with Visual Studio Team Foundation Server 2015 CAL clauses from Section 4 have been removed and a reference to the December 2016 Product Terms has been added to the Migrations Rights cell of Section 4's Attribute table to denote where this information resides.

Online Service Specific Terms

Microsoft Azure Plans: Operations Management Suite has been renamed Operations Management and Security.

Office 365 Services: Office 365 Advanced eDiscovery has been renamed Office 365 Advanced Compliance.

Appendix E

Azure Compute Capacity Promotion: The Azure Compute Capacity Promotion has been extended to March 31, 2017.

System Center Client Management Suite Promotion: The System Center Client Management Suite Promotion expired December 31, 2016.

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License Terms

All instances of the "Product Use Rights" in Customer's volume licensing agreement refer to the terms identified in the "Use Rights" section of each Product Entry. For each Product, this includes the Universal License Terms, applicable License Model Terms and any Product-Specific License Terms in the Product Entry.

For Online Services, references to "Product Use Rights" in Customer's volume licensing agreement refer to the OST. If a software Product includes both software and online services, the online services will be governed by the terms in the OST and all the software will be governed by these License Terms.

Universal License Terms

Universal License Terms apply to all software Products licensed through Microsoft Volume Licensing (except where specifically noted in the License Model Terms and/or the Product-Specific License Terms).

1. Definitions

Terms used in the Product Terms but not defined in the [Glossary](#) will have the definition provided in Customer's volume licensing agreement.

2. Customer's Use Rights

If Customer complies with its volume licensing agreement, it may use the software as expressly permitted in the Product Terms. Customer needs a License for each Product and separately licensed functionality used on a device or by a user.

3. Rights to Use Other Versions and Lower Editions

For any permitted copy or Instance, Customer may create, store, install, run or access in place of the version licensed, a copy or Instance of a prior version, different permitted language version, different available platform version (for example, 32 bit or 64 bit) or a permitted lower edition. The use rights for the licensed version still apply. Licenses for prior versions and lower editions do not satisfy the licensing requirements for a Product.

4. Third Party Software

The software may contain third party proprietary programs or components that are licensed under separate terms that are presented to Customer during installation or in the "ThirdPartyNotices" file accompanying the software. The software may also contain third party open source programs that Microsoft, not the third party, licenses to Customer under Microsoft's license terms.

5. Pre-Release Code, Updates or Supplements, Additional Functionality

Microsoft may offer updates or supplements to the Products. Customer may use the updates or supplements to the Products, pre-release code, additional functionality and optional add-on services to the Products, subject to specific terms (if any) that accompany them. Some Products require automatic updates, as described in the Product-Specific License Terms.

6. Restrictions

Customer may not (and is not licensed to) use the Products to offer commercial hosting services to third parties, work around any technical limitations in the Products or restrictions in Product documentation, or separate the software for use in more than one OSE under a single License (even if the OSEs are on the same physical hardware system), unless expressly permitted by Microsoft. Rights to access the software on any device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

7. Software Assurance

SA coverage may grant additional use rights to Customer. These additional rights end at the expiration of the SA coverage for the License, unless otherwise noted in the benefit description.

8. Outsourcing Software Management

Customer may install and use licensed copies of the software on Servers and other devices that are under the day-to-day management and control of third parties, provided all such Servers and other devices are and remain fully dedicated to Customer's use. Customer is responsible for all of the obligations under its volume licensing agreement regardless of the physical location of the hardware upon which the software is used.

9. License Assignment and Reassignment

Before Customer uses software under a License, it must assign that License to a device or user, as appropriate. Customer may reassign a License to another device or user, but not less than 90 days since the last reassignment of that same License, unless the reassignment is due to (i) permanent hardware failure or loss, (ii) termination of the user's employment or contract or (iii) temporary reallocation of CALs, Client Management Licenses and user or device SLs to cover a user's absence or the unavailability of a device that is out of service. Customer must remove the software or block access from the former device or to the former user. SA coverage and any Licenses that are granted or acquired in connection with SA coverage may be reassigned only with the underlying qualifying License. Different terms apply to the reassignment of Windows desktop operating system per device licenses and SA coverage, as detailed in the [Windows Product Entry](#).

10. Technical Measures

Microsoft may use technical measures to enforce terms that restrict Customer's use of certain versions of Product and may verify compliance with those terms as provided in Customer's volume license agreement. Some Products are protected by technological measures and require activation or validation, as well as a product key, to install or access them.

10.1 Activation and validation

Successful activation or validation verifies that a software Product has been correctly installed, the product key is not stolen, and that no changes have been made to validation, licensing, or activation functions of the software. Customer's right to use the software after the time specified in the software Product may be limited unless it is activated. Customer is not licensed to continue using the software if it has unsuccessfully attempted to activate. Each device that has not activated by a Key Management Service (KMS) must use a Multiple Activation Key (MAK). Customer may not circumvent activation or validation.

10.2 Product Keys

An assigned product key is required for licensed use of the software. All product keys are Confidential Information of Microsoft. Notwithstanding anything to the contrary in Customer's volume licensing agreement, Customer may not disclose product keys to third parties. Customer may not provide unsecured access to its key management service (KMS) machines over an uncontrolled network. In the event of unauthorized use or disclosure of product keys or KMS keys, Microsoft may prevent further activations, deactivate or block product keys from activation or validation, and take other appropriate action.

11. Notices

Where indicated in the Use Rights section of each Product Entry, the following notices apply:

11.1 Internet-based Features

Software Products may contain features that connect and send information over the Internet, without additional notice to Customer, to Microsoft's systems and those of its Affiliates and service providers. Use of that information is described in the privacy statement available in each software Product.

11.2 Bing Maps

The Product may include use of Bing Maps. Any content provided through Bing Maps, including geocodes, can only be used within the product through which the content is provided. Customer's use of Bing Maps is governed by the Bing Maps End User Terms of Use available at <http://go.microsoft.com/?linkid=9710837> and the Bing Maps Privacy Statement available at <http://go.microsoft.com/fwlink/?LinkID=248686>.

11.3 H.264/AVC Visual Standard, the VC-1 Video Standard, and the MPEG-4 Part 2 Visual Standard

This software may include H.264/AVC, VC-1, and MPEG-4 Part 2 visual compression technology. MPEG LA, L.L.C. requires this notice: THIS PRODUCT IS LICENSED UNDER THE AVC, THE VC-1, THE MPEG-4 PART 2 VISUAL PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE ("VIDEO STANDARDS") AND/OR (ii) DECODE AVC, VC-1, MPEG-4 PART 2 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE www.mpegla.com. For clarification purposes, this notice does not limit or inhibit the use of the software for normal business uses that are personal to that business which do not include (i) redistribution of the software to third parties, or (ii) creation of content with the VIDEO STANDARDS compliant technologies for distribution to third parties.

12. Font Components, Images, and Sounds

While Customer runs the software, it may access and use icons, images, sounds and media included with the software only from a Licensed Device and may use the fonts included with or installed by that software to display and print content. Customer may only embed fonts in content as permitted by the embedding restrictions in the fonts; and temporarily download them to a printer or other output device to print content.

13. Included Technologies

Products may include other Microsoft technology components subject to their own license terms, as indicated in the Use Rights section of each Product Entry. If separate terms for these components are not addressed in the Product-Specific License Terms, they may be found in a separate folder in the Product's installation directory or through the Product's unified installer.

14. Benchmark Testing

Customer must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of any Server Product or Microsoft Desktop Optimization Pack. This does not apply to Windows Server.

15. Multiplexing

Multiplexing or pooling to reduce direct connections with the software does not reduce the number of required Licenses.

16. Administrative and Support Rights

Customer may allow access to server software running in any permitted OSE by two users without CALs solely for administrative purposes. Customer may also allow remote access to other Products solely for purposes of providing technical product support to Licensed Users or on Licensed Devices.

17. Distributable Code

The software may include code that Customer is permitted to distribute in programs it develops if it complies with the terms below.

17.1 Right to Use and Distribute

The code and text files listed below are "Distributable Code."

- REDIST.TXT Files: Customer may copy and distribute the object code form of code listed in REDIST.TXT files and in OTHER-DIST.TXT files, as well as any code marked as "Silverlight Libraries", Silverlight "Client Libraries" and Silverlight "Server Libraries".
- Sample Code, Templates, and Styles: Customer may modify, copy, and distribute the source and object code form of code marked as "sample", "template", "simple styles" and "sketch styles."
- Third Party Distribution: Customer may permit distributors of its programs to copy and distribute the Distributable Code as part of those programs.
- Image Library: Customer may copy and distribute images, graphics and animations in the Image Library as described in the software documentation.

17.2 Distribution Requirements

If Customer distributes any Distributable Code. Customer must:

- Only distribute it with Customer's programs, where Customer's programs provide significant primary functionality to the Distributable Code;
- require distributors and external end users to agree to terms that protect the Distributable Code at least as much as Customer's volume licensing agreement, including the Product Terms;
- indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of Customer's programs, except to the extent that any claim is based solely on the Distributable Code included in Customer's programs.

17.3 Distribution Limitations

Customer may not:

- alter any copyright, trademark or patent notice in the Distributable Code;
- use Microsoft's trademarks in Customer's programs' names or in a way that suggests its programs come from or are endorsed by Microsoft;
- distribute Distributable Code in or with any malicious or, deceptive programs or in an unlawful manner; or
- modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that the code be disclosed or distributed in source code form, or that others have the right to modify it.

18. Software Plus Services

Microsoft may provide services with Products through software features that connect with Microsoft or service provider computer systems over the Internet. It may change or cancel the services at any time. Customer may not use the services in any way that could harm them or impair anyone else's use of them. Customer may not use the services to try to gain unauthorized access to any service, data, account or network by any means.

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License Model Terms

The License Model for each Product is identified in the Use Rights section of the Product Entry. License Model terms apply to all software Products licensed under that License Model, as specified in the Product Entry and subject to any exceptions and other terms noted in the Product-Specific License Terms.

Desktop Applications

Device License

1. Customer may install any number of copies of the software on a Licensed Device and on any Server dedicated to Customer's use for each License it acquires.
2. Unless Customer licenses the software as an Enterprise Product or on a company-wide basis, it may also install the software on a single portable device for use by the Primary User of the Licensed Device.
3. Any number of users may use the software running on a Licensed Device, but only one user may access and use the software at a time.
4. Remote use of the software running on a Licensed Device is permitted for the Primary User from any device or for any other user from another Licensed Device.

5. Remote use of the software running on a Server dedicated to Customer's use is permitted for any user from a Licensed Device.

Media Elements and Templates

Microsoft grants Customer a license to copy, distribute, perform and display media elements (images, clip art, animations, sounds, music, video clips, templates and other forms of content) included with the software and the Office web apps in projects and documents, except that Customer may not sell, license or distribute copies of any media elements by themselves or as a product if the primary value of the product is the media elements.

Desktop Operating Systems

Device License

1. Customer may install one copy of the software on a Licensed Device or within a local virtual hardware system on a Licensed Device for each License it acquires.
2. Customer may use the software on up to two processors.
3. Local use is permitted for any user.
4. Remote use is permitted for the Primary User of the Licensed Device and for any other user from another Licensed Device or a Windows VDA Licensed Device.
5. Only one user may access and use the software at a time.
6. Customer may connect up to 20 devices to the Licensed Device for file sharing, printing, Internet Information Services, Internet Connection Sharing or telephony services.
7. An unlimited number of connections are allowed for KMS activation or similar technology.

Adobe Flash Player

The software may include a version of Adobe Flash Player. Customer agrees that its use of the Adobe Flash Player is governed by the license terms for Adobe Systems Incorporated at <http://go.microsoft.com/fwlink/?linkid=248532>. Adobe and Flash are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries.

Per Core/CAL

Server Licenses (per core)

1. Customer may use the server software on a Licensed Server, provided it acquires sufficient Server licenses as described below.
2. The number of Licenses required equals the number of Physical Cores on the Licensed Server, subject to a minimum of 8 Licenses per Physical Processor and a minimum of 16 Licenses per Server.
3. Datacenter edition permits use of the server software in any number of OSEs on the Licensed Server.
4. Standard edition:
 - Standard edition permits use of the server software in two OSEs on the Licensed Server.
 - Standard edition permits use of one Running Instance of the server software in the Physical OSE on the Licensed Server (in addition to two Virtual OSEs), if the Physical OSE is used solely to host and manage the Virtual OSEs.
 - Customer may assign additional Standard edition Licenses to the Licensed Server equal to the number specified in 2 above and use the server software in two additional OSEs on the Licensed Server.
5. As long as the total numbers of Licenses and Physical Cores remains the same, License reassignment is permitted any time Customer repartitions a single piece of hardware.
6. As a one-time alternative to assigning base CALs per user or per device, a number of base CALs may be dedicated to an Instance of the server software on a single Server (per server mode) to permit up to the same number of users or devices to concurrently access that Instance.

Access Licenses

1. Except as described here and noted in the Product-Specific License Terms, all server software access requires CALs or CAL Equivalent Licenses.
2. CALs are not required for access by another Licensed Server.
3. CALs are not required to access server software running a Web Workload or HPC Workload.
4. CALs are not required for access in a Physical OSE used solely for hosting and managing Virtual OSEs.

Server/CAL

Server Licenses (per Instance)

Customer may use one Running Instance of server software in either a Physical OSE or Virtual OSE on a Licensed Server for each License it acquires.

Access Licenses

1. Except as described here and noted in the Product-Specific License Terms, all server software access requires CALs or CAL Equivalent Licenses.
2. CALs are not required for access by another Licensed Server.

Per Core

For Products under the Per Core License Model, Customer must choose either Licensing by Physical Core on a Server or Licensing by Individual Virtual OSE. The terms for each are set forth below.

Server Licenses (per core) – Licensing by Physical Core on a Server

1. Customer may use the server software on a Licensed Server, provided it acquires sufficient Server Licenses as described below.
2. The number of Licenses required equals the number of Physical Cores on the Licensed Server subject to a minimum of four Licenses per Physical Processor.
3. For Enterprise edition, Customer may use any number of Running Instances of the server software on the Licensed Server in a number of Physical OSEs and/or Virtual OSEs equal to the number of licenses assigned to it.
4. For each additional Enterprise edition License that Customer assigns beyond the number of Licenses required under paragraph 2 above, it may use of the server software in one additional OSE on the Licensed Server.
5. For other editions, Customer may use any number of Running Instances of the server software only in the Physical OSE on the Licensed Server.

Server Licenses (per core) – Licensing by Individual Virtual OSE

1. Customer may use any number of Running Instances of the server software in any Virtual OSE on the Licensed Server, provided it acquires sufficient Licenses as described below.
2. The number of Licenses required equals the number of Virtual Cores in the Virtual OSE, subject to a minimum of four Licenses per Virtual OSE.
3. If any Virtual Core is at any time mapped to more than one Hardware Thread, Customer needs a License for each Hardware Thread to which it is mapped.

Management Servers

Management Licenses

The Management License version, not the version of software used, determines the version of applicable License Terms (including use under downgrade rights notwithstanding terms to the contrary).

Server Management Licenses (per core)

1. Customer may use the software on any Server dedicated to its use to Manage OSEs on a Licensed Server, provided it acquires sufficient Server Licenses as described below.
2. The number of Licenses required equals the number of Physical Cores on the Licensed Server, subject to a minimum of 8 Licenses per Physical Processor and a minimum of 16 Licenses per Server.
3. Datacenter edition permits use of the server software to Manage any number of OSEs on the Licensed Server.
4. Standard edition:
 - Standard edition permits use of the software to Manage up to two OSEs on the Licensed Server.
 - Standard edition permits Management of the Physical OSE on the Licensed Server (in addition to two Virtual OSEs), if the Physical OSE is used solely to host and Manage Virtual OSEs.
 - Customer may assign additional Standard edition Licenses to the Licensed Server equal to the number specified in 2 above and Manage two additional OSEs.
5. OSEs running Server operating systems require Server Management Licenses.

Client Management Licenses (per OSE or user)

1. Customer may use the software to Manage an OSE on a Licensed Device or OSEs on devices used by a Licensed User for each Client Management License it acquires.
2. OSEs running operating systems other than Server operating systems require Client Management Licenses or Management License Equivalent Licenses.
3. The number of Client Management Licenses required depends on License type (per OSE or user) assigned.
4. Management of an OSE accessed by more than one user requires an OSE Client Management License or a User Client Management License for each user.

Management Licenses are not required for:

1. OSEs in which there are no Running Instances of software;
2. Any of Customer's network infrastructure devices functioning solely for the purpose of transmitting network data and not running Windows Server software;
3. Conversion of OSEs from Physical to Virtual; or
4. Any device solely monitored or managed for the status of its hardware components with respect to system temperature, fan speed, power on/off, system reset or CPU availability.

Data Sets

Customer may not copy or distribute any data set (or any portion of a data set) included in the software.

Specialty Servers

Server Licenses (per Instance)

Customer may use one Running Instance of server software in either a Physical OSE or Virtual OSE on a Licensed Server for each Server License it acquires

Developer Tools

User Licenses

1. One Licensed User may use any number of copies of the software and any prior version on any device dedicated to Customer's use for each User License it acquires.
2. Licensed Users may use the software for evaluation and to develop, test, and demonstrate Customer's programs. These rights include the use of the software to simulate an end user environment to diagnose issues related to its programs.
3. The software is not licensed for use in a Production Environment.

Additional License Terms for MSDN Subscriptions

In addition to the rights in the License Model Terms, Customer may allocate an MSDN subscription for each License it acquires. For MSDN subscriptions, the "Software" means software made available to Customer's subscription level via MSDN Subscriber Downloads. Any online service made available with Customer's MSDN subscription may not be used in a Production Environment.

Running the Software on Microsoft Azure Platform Services

1. The Licensed User may run the Software on Microsoft Azure Platform Services during the term of its MSDN subscription.
2. The use of the Software remains subject to the terms and conditions of Customer's volume licensing agreement and any terms that come with the Software.
3. The Developer Tools License Model Terms apply to the use of the Software and Azure MSDN Dev/Test offers, except that the Licensed User may not run Office Professional Plus or System Center Virtual Machine Manager for production use on Microsoft Azure Platform Services.

Additional Requirements

To run Software on Microsoft Azure Platform Services Customer must activate its MSDN subscription by linking its Microsoft account to the MSDN subscription.

Acceptance Testing and Feedback

Customer's end users may access the Software, and online services made available with Customer's MSDN subscription, to perform acceptance tests or to provide feedback on its programs.

Windows Server 2016 Remote Desktop Services

Up to 200 anonymous users at a time may use the Remote Desktop Services feature of the Windows Server software to access online demonstrations of Customer's programs.

Windows Embedded Product

Each Windows Embedded Product is licensed under the terms that come with it, including any Microsoft obligations related to defense of infringement and misappropriation claims. These terms replace the corresponding terms in Customer's volume licensing agreement. Each Licensed User may install and use an unlimited number of copies of the licensed Windows Embedded Product.

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Software

Advanced Threat Analytics

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Advanced Threat Analytics 2016 Client Management License per OSE	8/15		2	1				P	A	A	A,ST
Advanced Threat Analytics 2016 Client Management License per User	8/15		2	1				P	A	A	

2. Product Conditions

Prior Version: N/A	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

2.1 Country Restrictions

Customer may not download Advanced Threat Analytics 2016 for use or distribution in the People's Republic of China.

3. Use Rights

License Terms: <u>Universal; Management Servers</u>	Product-Specific License Terms: Yes	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: Windows Software Components
Notices: <u>Internet-based Features</u>		

3.1 Management License

Client Management License	Advanced Threat Analytics 2016 (User or OSE ML)	Management License Equivalent License (refer to Appendix A)
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3.2 Usage Requiring a Management License

Licenses are only required for client OSEs (or server OSEs used as client OSEs) that are on or accessed by end user devices authenticated by an Active Directory managed by Advanced Threat Analytics.

3.3 GNU Lesser General Public Licensed libraries

Licensed User may reverse engineer, decompile or disassemble the Advanced Threat Analytics software, or otherwise attempt to derive the source code for the Advanced Threat Analytics Server software solely to the extent required to debug changes to any libraries licensed under the GNU Lesser General Public License that may be included with and linked to by the software.

4. Software Assurance

SA Benefits: Server	Disaster Recovery: Yes	Fall-Over Rights: N/A
License Mobility: N/A	Migration Rights: N/A	Roaming Rights: N/A
Self Hosting: Yes	SA Equivalent Rights: N/A	

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BizTalk

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
BizTalk Server 2016 Branch Edition	12/16	25	38	13	OM			OM, P	A,SP	A	A
BizTalk Server 2016 Branch IDC	12/16										
BizTalk Server 2016 Enterprise Edition	12/16	200	300	100	OM			OM, P	A,SP	A	A
BizTalk Server 2016 Standard Edition	12/16	50	75	25	OM			OM, P	A,SP	A	A

BizTalk Server 2016 Standard Edition IDC

12/16

2. Product Conditions

Prior Version: BizTalk Server 2013 R2 (6/14)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: All	Reduction Eligible: N/A
Reduction Eligible (SCE): All (except Branch IDC)	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms: Universal ; Per Core	Product-Specific License Terms: Branch and Standard	Additional Software: All editions
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: Windows Software Components and Office web apps
Notices: Internet-based Features		

3.1 BizTalk Server Branch and Standard Edition

Customer may not use the server software on a Server that is part of a networked cluster or in an OSE that is part of a networked cluster of OSEs on the same Server.

3.2 BizTalk Server Branch Edition

Customer may Run Instances of the software on Licensed Servers only at the endpoint of its internal network (or edge of its organization) to connect business events or transactions with activities processed at that endpoint; provided, the Licensed Server may not:

- act as the central node in a “hub and spoke” networking model,
- centralize enterprise-wide communications with other Servers or devices; or
- automate business processes across divisions, business units, or branch offices.

3.3 Additional Software

Administration and Monitoring Tools	ADOMD.NET	BizTalk Server Related Schemas and Templates
Business Activity Monitoring (“BAM”) Client	BAM Alert Provider for SQL Notification Services	BAM Event APIs and Interceptors and Administration Tools
Business Activity Services	Business Rules Component	Development Tools
HTTP Receive Adapter	Master Secret Server/Enterprise Single Sign-On	MQHelper.dll
MQSeries Agent	MSXML	SOAP Receive Adapter
Software Development Kit(s)	SQLXML	UDDI
Windows Communication Foundation Adapters	Windows SharePoint Services Adapter Web Services	

4. Software Assurance

SA Benefits: Server	Disaster Recovery: All editions	Fail-Over Rights: N/A
License Mobility: All editions	Migration Rights: Product List - December 2014	Roaming Rights: N/A
Self Hosting: All editions (except Branch)	SA Equivalent Rights: N/A	

4.1 Biz Talk Server 2013 R2 Enterprise – Unlimited Virtualization

Customer may run any number of Instances of the server software in any number of OSEs on any Licensed Server for which it has full SA coverage on all of its Server (per core) Licenses.

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CAL Suites

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Core CAL Suite (Device and User)		(1)	2	1				E, P	E	ED	ED,SD,ST
Core CAL Suite Bridge for Office 365 (User SL)								P	E		
Core CAL Suite Bridge for Office 365 and Microsoft Intune (User SL)									E		
Core CAL Suite Bridge for Microsoft Intune (User SL)									E		

Core CAL Suite Bridge for Enterprise Mobility+ Security (User SL)				P	E		
Enterprise CAL Suite (Device and User)	(2)	8	2	E, P	EP	ED	ED, SD, ST
Enterprise CAL Suite Bridge for Office 365 (User SL)				P	E		
Enterprise CAL Suite Bridge for Office 365 From SA (User SL)					E		
Enterprise CAL Suite Bridge for Office 365 and Microsoft Intune (User SL)					E		
Enterprise CAL Suite Bridge for Microsoft Intune (User SL)					E		
Enterprise CAL Bridge for Enterprise Mobility + Security (User SL)				P	E		
Enterprise CAL Bridge for Enterprise Mobility + Security From SA (User SL)					E		

2. Product Conditions

Prior Version: N/A	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: Core CAL or Enterprise CAL Suite		

2.1 Process to Determine Applicable Use Rights for CAL Suites

A CAL Suite License is version-less and the access rights are determined by the status of the SA coverage on it. If SA coverage lapses, access rights under perpetual Licenses are determined based on the use rights in effect for the versions that were current prior to the lapse.

2.2 Components of CAL Suite

Refer to [Appendix A](#), CAL/Management License Equivalent Licenses chart for the current components of the Core CAL Suite and the Enterprise CAL Suite.

2.3 Online Services Included with Enterprise CAL Suite

Enterprise CAL Suite with active SA coverage also includes the rights to Exchange Online Archiving for Exchange Server, Data Loss Prevention, and Exchange Online Protection. For customers under Microsoft Business Agreements dated prior to October 2010 and Enrollments dated prior to July 2011, purchase and use of the Online Services included with Enterprise CAL Suite is governed by the Supplemental Terms for Online Services used with Software – Legacy Agreements in Appendix A – Program Agreement Supplemental Terms in the June 2015 Product List at <http://go.microsoft.com/?linkid=9839207>.

2.4 CAL Suite Bridge for O365, for O365 & Intune, and for Intune

2.4.1 CAL Suite Bridges Requirements

A CAL Suite Bridge may be required when replacing a CAL Suite with a comparable software and Online Service combination. When a CAL Suite Bridge is required the number of CAL Suite Bridge User SLs should be the same number of User SLs for the qualifying Online Service.

A CAL Suite Bridge is an Enterprise Product, and may only be licensed in conjunction with its qualifying Online Service to satisfy the Organization Wide requirement of either that CAL Suite Bridge or its parent CAL Suite.

CAL Suite Bridge	Parent CAL Suite	Qualifying Online Services
Core CAL Suite Bridge for Office 365*	Core CAL Suite	Office 365 Enterprise E1, or Office 365 Enterprise E3, or Office 365 Enterprise E5
Core CAL Suite Bridge for Office 365 and Microsoft Intune	Core CAL Suite	Office 365 Enterprise E1 and Microsoft Intune, or Office 365 Enterprise E3 and Microsoft Intune, or Office 365 Enterprise E5 and Microsoft Intune
Core CAL Suite Bridge for Microsoft Intune	Core CAL Suite	Microsoft Intune
Core CAL Suite Bridge for Enterprise Mobility + Security*	Core CAL Suite	Enterprise Mobility + Security E3, or Enterprise Mobility + Security E5
Enterprise CAL Suite Bridge for Office 365*	Enterprise CAL Suite	Office 365 Enterprise E3, or Office 365 Enterprise E5
Enterprise CAL Suite Bridge for Office 365 and Microsoft Intune	Enterprise CAL Suite	Office 365 Enterprise E3 and Microsoft Intune, or Office 365 Enterprise E5 and Microsoft Intune
Enterprise CAL Suite Bridge for Microsoft Intune	Enterprise CAL Suite	Microsoft Intune
Enterprise CAL Suite Bridge for Enterprise Mobility + Security*	Enterprise CAL Suite	Enterprise Mobility + Security E3, or Enterprise Mobility + Security E5

*CAL Suite Bridge From SA User SLs require fully paid, perpetual Licenses with active SA for the equivalent Parent CAL Suite. CAL Suite Bridge From SA User SL may also be purchased instead of Subscription Licenses for the Products if the Subscription License was purchased at least three years prior to the purchase of the From SA User SL.

2.4.2 Student Only CALs (Academic Open License and Academic Select)

Student Only CALs are restricted to license student owned PCs or institution owned PCs dedicated to an individual student and are not for use in labs or classrooms.

3. Use Rights

License Terms: Universal ; Server/CAL , Per Core/CAL , Management Server	Product-Specific License Terms: N/A	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: N/A
Notices: N/A		

4. Software Assurance

SA Benefits: Server	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: Product List - March 2014 (Forefront United Access Gateway 2010)	Roaming Rights: N/A
Self Hosting: N/A	SA Equivalent Rights: N/A	

4.1 Extended Use Rights for Secure Productive Enterprise Customers

For qualifying customers, the Secure Productive Enterprise or a combination of Office 365 and Enterprise Mobility + Security provides access rights to the component service of Exchange Online Archiving for Exchange Server. "Qualifying Customers" are Enterprise Enrollment or Enterprise Subscription Enrollment customers who have active Software Assurance coverage for the Enterprise CAL Suite as of November 30, 2014.

Qualifying Customers licensed for Secure Productive Enterprise or the combination of Office 365 and Enterprise Mobility + Security have the same access to Exchange Online Archiving for Exchange Server as Enterprise CAL Suite provided.

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Core Infrastructure Server (CIS) Suite

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Core Infrastructure Server Suite Standard		1	3	2	OM			OM, P	A, SP	A	A
Core Infrastructure Server Suite Datacenter		15	23	8	OM			OM, P	A, SP	A	A

2. Product Conditions

Prior Version: N/A	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): All	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

2.1 Software Included with CIS Suite Standard

CIS Suite Standard includes the latest versions of Windows Server Standard and System Center Standard made available during Customer's SA coverage.

2.2 Software Included with CIS Suite Datacenter

CIS Suite Datacenter includes the latest versions of Windows Server Datacenter and System Center Datacenter made available during Customer's SA coverage.

3. Use Rights

License Terms: Universal	Product-Specific License Terms: All editions	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: N/A
Notices: N/A		

3.1 Applicable Use Rights

Customer's use of CIS Suite software is governed by the applicable License Terms for the individual Products comprising the CIS Suite software as modified by these License Terms. For each Server on which Customer runs CIS Suite software, the number of Licenses required equals the number

of Physical Cores on the Licensed Server, subject to a minimum of 8 Licenses per Physical Processor and a minimum of 16 Licenses per Server. Customer may assign additional CIS Suite Standard edition Licenses to the Licensed Server equal to the number specified in the prior sentence and run the server software in two additional OSEs and Manage two additional OSEs on the Licensed Server.

3.2 Server License and Management License Assignment

For purposes of applying License Terms for Windows Server and System Center to Customer's use of CIS Suite, Customer is deemed to have assigned to the Licensed Server Windows Server and System Center Licenses equal to the number of CIS Suite Licenses assigned to the Server.

3.3 Additional Terms

Customer may run a prior version or a down edition of any of the individual Products included in the CIS Suite as permitted in the license terms for that Product in the Product Terms.

All other requirements to acquire and assign External Connector Licenses, CALs and Management Licenses to users or devices for access and management, as set forth in the Product Terms, remain in full force and effect.

4. Software Assurance

SA Benefits: Server	Disaster Recovery: All editions	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: Product List - March 2014 , Product Terms - October 2016	Roaming Rights: N/A
Self Hosting: N/A	SA Equivalent Rights: Yes	

4.1 Microsoft Azure Hybrid Use Benefit

Refer to [Section 7. Microsoft Azure Hybrid Use Benefit](#) of the Microsoft Azure Product Entry for deploying Windows Server images on Microsoft Azure.

4.2 Nano Server

Customers with active SA on CIS Suite Standard or Datacenter Licenses may install, use, and Manage the Nano Server deployment option.

4.3 System Center Configuration Manager Current Branch Rights

Customers with active SA on CIS Suite Standard or Datacenter Licenses may install and use the Current Branch option of System Center Configuration Manager.

4.4 Software Assurance Rights and Benefits for Subscription Licenses

Any Subscription License Customer acquires under SCE is granted the same SA rights and benefits during the term of the subscription as Licenses with SA coverage.

4.5 Server and Cloud Enrollment (SCE) - Right to manage OSEs on Microsoft Azure under CIS Suite Licenses

SCE Customers who have met the enrollment coverage requirements and are licensed for and using CIS Suite to manage OSEs in their own data centers, may also use System Center software licensed under CIS Suite to manage their qualifying Virtual OSEs running within Microsoft Azure. For every 16 CIS Suite core Licenses or each CIS Suite processor License covered by a customer's SCE, the customer may manage up to 10 qualifying Virtual OSEs running within Microsoft Azure. Qualifying Virtual OSEs include:

- Windows Server Virtual Machine Instances (including Instances deployed under Azure HUB)
- Cloud Services instances (Web role and Worker role)
- Storage Accounts
- SQL Databases
- Websites instances

4.6 Software Assurance Renewal Offer for Windows Server and System Center

Customers who have Licenses with active SA for both of the Products in Column A of the table below may, upon expiration of that coverage, acquire SA for the corresponding CIS Suite in Column B without acquiring the underlying CIS Suite License.

Column A	Column B
Windows Server Standard (2-pack Core License) System Center Standard (2-pack Core License)	Core Infrastructure Server Suite Standard (2-pack Core License)
Windows Server Datacenter (2-pack Core License) System Center Datacenter (2-pack Core License)	Core Infrastructure Server Suite Datacenter (2-pack Core License)

Customers who license and use CIS Suite (Standard or Datacenter) under this offer may no longer use software under their qualifying Licenses shown in Column A. Licenses and SA acquired under a subscription agreement do not qualify for this offer.

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1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Forefront Identity Manager 2010 R2 - Windows Live Edition	5/12	25	38	13						A	A

2. Product Conditions

Prior Version: Forefront Identity Manager 2010 - Windows Live Edition (4/10)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

2.1 Forefront Identity Manager 2010 – Windows Live Edition

Forefront Identity Manager 2010 – Windows Live Edition is the next version for Identity Lifecycle Manager 2007 – Windows Live Edition.

3. Use Rights

License Terms: Universal; Specialty Server	Product-Specific License Terms: All editions	Additional Software: Yes
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: N/A
Notices: N/A		

3.1 Importing identity data: Forefront Identity Manager 2010 R2 Windows Live Edition

Customer may use the software to import identity data, and changes to those data, from one or more connected data sources and to facilitate the synchronization and transfer of those data, between Customer's connected data sources and the Microsoft Passport Network / Windows Live ID service. Customer may not use the software for any other purpose.

3.2 Additional Software

Client Software		
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4. Software Assurance

SA Benefits: Server	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: N/A	Roaming Rights: N/A
Self-Hosting: N/A	SA Equivalent Rights: N/A	

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Microsoft Dynamics

Microsoft Dynamics 365 On-premises

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Microsoft Dynamics 365 for Team Members On-premises CAL (Device and User)	12/16	(1)	2	1	OM			OM, P	A	A	A, ST
Microsoft Dynamics 365 for Customer Service On-premises CAL (Device and User)	12/16	(1)	2	1	OM			OM, P	A	A	A, ST
Microsoft Dynamics 365 for Sales On-premises CAL (Device and User)	12/16	(1)	2	1	OM			OM, P	A	A	A, ST

2. Product Conditions

Prior Version: Microsoft Dynamics CRM 2016 (12/15), Microsoft Dynamics CRM 2015 (12/14)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: All	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms: Universal ; Server/CAL	Product-Specific License Terms: All editions	Additional Software: All editions
Client Access Requirements: All editions	External User Access Requirements: Licensed with CALs, except for (i) Customer's or its Affiliates' contractors or agents; or (ii) access through Microsoft Dynamics 365 Clients	Included Technologies: N/A
Notices: Internet-based Features , Bing Maps		

3.1 Microsoft Dynamics 365 for Team Members On-premises CAL Server Software Access

Access to server software for Team Members use.

Access License	Microsoft Dynamics 365 for Team Members On-premises CAL (Device and User)	Microsoft Dynamics 365 for Team Members, Enterprise edition (User SL)
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3.2 Microsoft Dynamics 365 for Sales On-premises CAL Server Software Access

Access to server software for Sales use.

Access License	Microsoft Dynamics 365 for Sales On-premises CAL (Device and User) CAL Equivalent License (see Appendix A)	Microsoft Dynamics 365 for Sales, Enterprise edition (User SL)
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3.3 Microsoft Dynamics 365 for Customer Service On-premises CAL Server Software Access

Access to server software for Customer Service use.

Access License	Microsoft Dynamics 365 for Customer Service On-premises CAL (Device and User) CAL Equivalent License (see Appendix A)	Microsoft Dynamics 365 for Customer Service, Enterprise edition (User SL)
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3.4 Server Use Rights for Dynamics 365 CALs

Customers with Microsoft Dynamics 365 CALs may install and use any number of copies of the Microsoft Dynamics 365 Server software on a server.

3.5 Eligibility for Qualified Offers

Customers renewing an agreement with Microsoft Dynamics CRM CAL Licenses as of November 1, 2016 may acquire Microsoft Dynamics 365 On-premises CAL Qualified Offer Licenses in agreement renewals before October 31, 2019.

3.4 Additional Software

MarketingPilot Connector for Microsoft Dynamics CRM (Workgroup Server 2016 only)	Microsoft Dynamics CRM 2016 Best Practices Analyzer	Microsoft Dynamics CRM 2016 Microsoft Office Outlook
Microsoft Dynamics CRM 2016 Multilingual User Interface (MUI)	Microsoft Dynamics CRM 2016 Report Authoring Extensions	Microsoft Dynamics CRM Reporting Extensions for Microsoft Dynamics CRM 2016
Microsoft Dynamics CRM for supported devices	Microsoft E-Mail Router and Rule Deployment Wizard for Microsoft Dynamics CRM 2016	Microsoft Dynamics Marketing Connector for Microsoft Dynamics CRM (not Workgroup Server)
Microsoft SharePoint Grid for Microsoft Dynamics CRM 2016		

4. Software Assurance

SA Benefits: Server	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: Product List - November 2014 and June 2015 ; Product Terms December 2016	Roaming Rights: N/A
Self Hosting: N/A	SA Equivalent Rights: N/A	

4.1 Server Downgrade Rights

Customer may use Microsoft Dynamics CRM Server 2016 or any previous versions of the server software in place of Microsoft Dynamics 365 Server.

4.2 Unified Service Desk (USD)

For each Microsoft Dynamics 365 for Sales On-premises CAL or Dynamics 365 for Customer Service On-premises CAL for which Customer has SA, Customer may install and use USD on a Licensed Device. The right to use USD is limited to the user or device to whom the qualifying CAL is assigned.

4.3 Microsoft Dynamics CustomerSource

Microsoft Dynamics 365 On-premises CAL customers with active SA will have access to CustomerSource.

Microsoft Dynamics AX

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Microsoft Dynamics AX 2012 R3 Server	5/14	(50)							A		A
Microsoft Dynamics AX 2012 R3 Store Server	5/14	(10)							A		A
Microsoft Dynamics AX 2012 R3 Standard Commerce Server Core (2-pack Core License)	5/14	(125)							A		A
Microsoft Dynamics AX 2012 R3 Self Serve CAL (Device and User)	5/14	(1)							A		A
Microsoft Dynamics AX 2012 R3 Task CAL (Device and User)	5/14	(1)							A		A
Microsoft Dynamics AX 2012 R3 Task Additive CAL (Device and User)	5/14	(1)							A		A
Microsoft Dynamics AX 2012 R3 Functional CAL (Device and User)	5/14	(15)							A		A
Microsoft Dynamics AX 2012 R3 Functional Additive CAL (Device and User)	5/14	(10)							A		A
Microsoft Dynamics AX 2012 R3 Enterprise CAL (Device and User)	5/14	(50)							A		A
Microsoft Dynamics AX 2012 R3 Enterprise Additive CAL (Device and User)	5/14	(25)							A		A

2. Product Conditions

Prior Version: Microsoft Dynamics AX 2012 R2 (12/12)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms: <u>Universal</u> ; <u>Server/CAL</u> - Server and Store Server, <u>Per Core</u> - Standard Commerce Server Core	Product-Specific License Terms: All editions	Additional Software: All editions
Client Access Requirements: All editions (except Standard Commerce Server Core)	External User Access Requirements: Licensed with Server	Included Technologies: N/A
Notices: N/A		

3.1 Server Software Access

Record time resulting solely for payroll processing; record expenses solely for reimbursement; manage personal information; create requisitions and manage budgets related to these activities

Access License	Microsoft Dynamics AX 2012 R3 Self-Serve CAL	Microsoft Dynamics 365 for Team Members, Enterprise edition (User SL)
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3.1.1 Additional Functionality Associated with Microsoft Dynamics AX 2012 R3 Task CAL

Record and approve any type of time and expenses; approve invoices; approve all self-serve related transactions; operate a point of sale device or a warehouse device; and operate a store manager device

Additive Access License	Microsoft Dynamics AX 2012 R3 Task CAL Microsoft Dynamics 365 for Operations, Enterprise edition (User SL) CAL Equivalent License (See Appendix A)	Microsoft Dynamics AX 2012 R3 Task Additive CAL Microsoft Dynamics 365 for Team Members, Enterprise edition (User SL)
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3.1.2 Additional Functionality Associated with Microsoft Dynamics AX 2012 R3 Functional CAL

Use established operational cycles and business processes provided by the software; create and update (i) position requisitions or (ii) master data records pertaining to applicants, employees, customers, vendors, or parts catalogs; and approve all task and self-serve related transactions.

Additive Access License	Microsoft Dynamics AX 2012 R3 Functional CAL Microsoft Dynamics 365 for Operations, Enterprise edition (User SL)	Microsoft Dynamics AX 2012 R3 Functional Additive CAL CAL Equivalent License (See Appendix A)
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3.1.3 Additional Functionality Associated with Microsoft Dynamics AX 2012 R3 Enterprise CAL

Unrestricted access to all the functionality in the server software across the ERP solution

Additive Access License	Microsoft Dynamics AX 2012 R3 Enterprise CAL	Microsoft Dynamics AX 2012 R3 Enterprise Additive CAL
	Microsoft Dynamics 365 for Operations, Enterprise edition (User SL)	CAL Equivalent License (See Appendix A)

3.2 Modification Right

The software may include plug-ins, runtime, and other components identified in printed or online documentation that allow Customer to extend its functionality. Customer may modify or create derivative works of these components and use those derivative works, but only with the software and only for Customer's internal purposes.

3.3 Dynamics AX Standard Commerce Server Core -- Core Factor

The License minimum per Physical Processor does not apply to Dynamics AX Standard Commerce Server Core. The number of Licenses required equals the number of Physical Cores on the Licensed Server multiplied by the applicable Core Factor located at <http://go.microsoft.com/fwlink/?LinkID=229882>.

3.4 Additional Software

Management Reporter Designer Client Software for Microsoft Dynamics AX 2012 R3 Server	Microsoft Dynamics AX 2012 R3 Windows Rich Client Software	
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4. Software Assurance

SA Benefits: Server	Disaster Recovery: All editions	Fail-Over Rights: All editions (server and core licenses only)
License Mobility: All editions (server and core licenses only)	Migration Rights: Product List - June 2015	Roaming Rights: N/A
Self Hosting: All editions	SA Equivalent Rights: N/A	

4.1 Localization and Updates

Customer is eligible to receive and use updates related to government tax and regulatory requirements on Licensed Servers provided it has active SA for the Licensed Servers and CALs.

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Microsoft Identity Manager**1. Program Availability**

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Microsoft Identity Manager 2016 CAL (User)	8/15	1	2	1				P	A	A	AO,ST
Microsoft Identity Manager 2016 External Connector	8/15	125	188	63	OM			P	A	A	A

2. Product Conditions

Prior Version: Forefront Identity Manager 2010 R2 (5/12)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms: Universal	Product-Specific License Terms: All editions	Additional Software: Yes
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: N/A
Notices: N/A		

3.1 Additional Software

Client Software		
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4. Software Assurance

SA Benefits: Server	Disaster Recovery: Yes	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: N/A	Roaming Rights: N/A
Self Hosting: N/A	SA Equivalent Rights: N/A	

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Office Applications

Office Desktop Applications

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Access 2016	10/15	1	2	1				P			
Excel 2016	10/15	1	2	1				P			
Office Standard 2016	10/15	2	3	1				P			
Office Professional Plus 2016	10/15	2(1)	4	2				E, P	E	ED	ED,SD,ST
Office Home & Student 2013 RT Commercial Use	10/12	1	2	1							
Office Multi Language Pack 2013	10/12	1	2	1				P	A		
Outlook 2016	10/15	1	2	1				P			
PowerPoint 2016	10/15	1	2	1				P			
Project Standard 2016	10/15	2	4	2				P	A		
Project Professional 2016	10/15	4(1)	6	2				P	A	A	A,AO,ST
Publisher 2016	10/15	1	2	1				P			
Skype for Business 2016	10/15	1	2	1				P	A	A	A,AO,ST
Visio 2016 Standard	10/15	1	2	1				P	A		
Visio 2016 Professional	10/15	2(1)	3	1				P	A		
Word 2016	10/15	1	2	1				P			
Work at Home for Office Standard 2016	10/15	2							A		
Work at Home for Office Professional Plus 2016	10/15	2							A		

2. Product Conditions

Prior Version: Office 2013 and Office 2013 Applications (10/12), Lync 2013 (10/12)	Product Pool: Application	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: Work at Home	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: Office Professional Plus		

2.1 Project Professional 2016

Customers who license Project Professional 2016 are deemed to have one Project Server 2016 Device CAL for each Project Professional 2016 License. The right to access Project Server 2016 under that CAL will expire when the corresponding Project Professional 2016 License expires.

2.2 Work at Home

A Work at Home License is an optional License that can be acquired only in conjunction with a full License for Office Standard or Office Professional Plus. It permits the Primary User of the software to also install and use the software on one device outside of Customer's or its Affiliates' premises (e.g., at the user's home).

2.3 Platform Independent

Customer may run either the version licensed or a different platform version, provided that the different platform version was available when the original licensed version became available. If the components of a Product suite vary by platform version, Customer may use the components of the suite that it chooses to deploy and only those components; Customer may not mix components across platform versions. SA for a platform independent License permits Customer to use, in place of the licensed Product the most current version of either platform version of the Product that becomes available during the term of coverage.

2.4 Successor Versions

Skype for Business 2016 is the successor version to Lync 2013.

2.5 Office Online Server

Customers purchasing Office Standard 2016 or Office Professional Plus 2016 licenses before August 1, 2016 may use the editing functionality described in the Office Online section [Appendix B](#) with those licenses. This right expires on August 1, 2019.

3. Use Rights

License Terms: Universal ; Desktop Applications	Product-Specific License Terms: Office suites and Office Home & Student RT Commercial Use Rights	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: Office Web Apps Server 2013 (Office suites only)
Notices: Bing Maps (Excel and Office Professional Plus); H.264/MPEG-4 and/or VC-1 (Skype for Business), Internet-based Features		

3.1 Office Home & Student 2013 RT Commercial Use Rights

Upon assigning the License to a device that is separately licensed for Office Home & Student 2013 RT, Customer may use the Office Home & Student software for commercial use, despite anything to the contrary in the Office Home & Student 2013 RT license terms.

3.2 Office Professional Plus 2016 and Office Standard 2016 – Office Home & Student 2013 RT Commercial Use

Each Primary User of a Licensed Device running Office Professional Plus 2016 or Office Standard 2013 may use the software licensed separately under an Office Home & Student 2013 RT license for commercial use, despite anything to the contrary in the Office Home & Student 2013 RT license terms.

4. Software Assurance

SA Benefits: Application	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: Product List - June 2015 (Office Multi-Language Pack and Visio Premium 2010)	Roaming Rights: Office, Project and Visio
Self-Hosting: N/A	SA Equivalent Rights: N/A	

4.1 Project Professional 2016

Customers with active SA for their Project Professional License will be deemed to have SA for their corresponding complimentary Project Server CAL. That deemed SA coverage will expire when the Project Professional coverage expires.

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Office for Mac

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Excel 2016 for Mac	8/15	1	2	1				P			
Lync for Mac 2011	9/10	1	2	1				P			
Office 2016 for Mac Standard	8/15	2(1)	3	1				P			
Outlook 2016 for Mac	8/15	1	2	1				P			
PowerPoint 2016 for Mac	8/15	1	2	1				P			
Word 2016 for Mac	8/15	1	2	1				P			
Work at Home for Mac 2016	8/15	2									

2. Product Conditions

Prior Version: Office for Mac 2011 and Office for Mac 2011 Applications (9/10)	Product Pool: Application	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: Work at Home	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

2.1 Successor Versions

Outlook for Mac 2011 is the successor version to Entourage for Mac 2008. Lync for Mac 2011 is the successor version to Communicator for Mac 2011.

2.2 Work at Home

A Work at Home License is an optional License that can be acquired only in conjunction with a full License for Office for Mac. It permits the Primary User of the software to also install and use the software on a device outside of Customer's or its Affiliate's premises (e.g., at the user's home).

2.3 Platform Independent

Customer may run either the version licensed or a different platform version, provided that the different platform version was available when the original licensed version became available. If the components of a Product suite vary by platform version, then Customer may use the components of the suite that it chooses to deploy and only those components; Customer may not mix components across platform versions. SA for a platform independent License permits Customer to use, in place of the licensed Product the most current version of either platform version of the Product that becomes available during the term of coverage.

3. Use Rights

License Terms: <u>Universal; Desktop Applications</u>	Product-Specific License Terms: Office for Mac	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: Office Web Apps Server 2013 (Office suite only)
Notices: <u>Internet-based Features</u>		

3.1 Office Home & Student 2013 RT Commercial Use

The Primary User of an Office 2016 for Mac Standard Licensed Device may use the software licensed separately under an Office Home & Student 2013 RT license for commercial use, despite anything to the contrary in the Office Home & Student 2013 RT license terms.

4. Software Assurance

SA Benefits: Application	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: <u>Product List - June 2015</u> (Communicator for Mac 2010, Entourage for Mac 2008)	Roaming Rights: N/A
Self Hosting: N/A	SA Equivalent Rights: N/A	

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Office Servers

Exchange Server

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Exchange Server Enterprise 2016	10/15	50	75	25				P	A	A	A
Exchange Server Enterprise 2016 CAL (Device and User)	10/15	1	2	1				P	A	A	AO,ST
Exchange Server Standard 2016	10/15	10	15	5				P	A	A	A
Exchange Server Standard 2016 CAL (Device and User)	10/1	1	2	1				P		A	AO,ST

2. Product Conditions

Prior Version: Exchange Server 2013 (10/12)	Product Pool: Server	Down Editions: Enterprise to Standard
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms: <u>Universal; Server/CAL</u>	Product-Specific License Terms: N/A	Additional Software: All editions
Client Access Requirements: All editions	External User Access Requirements: Licensed with Server (access to Additional Functionality requires	Included Technologies: N/A

	both Base and Additive CALs)	
Notices: N/A		

3.1 Server Software Access

Base Access License	Exchange Server 2016 Standard CAL Exchange Online Plan 1 G User SL Exchange Online Plan 2A User SL CAL Equivalent License (refer to Appendix A)	Exchange Online Plan 1 User SL Exchange Online Plan 2 User SL Exchange Online Plan 2G User SL
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3.1.1 Additional Functionality Associated with Exchange Enterprise CAL

In-Place Archive, In-Place Holds (Indefinite, Query-based, and Time-based), Advanced Mobile Policies, Information Protection and Compliance, Custom Retention Policies, Per User/Distribution List Journaling, Site Mailboxes – Compliance, Data Loss Prevention

Additive Access License	Exchange Server 2016 Enterprise CAL Exchange Online Plan 2A User SL CAL Equivalent License (refer to Appendix A)	Exchange Online Plan 2 User SL Exchange Online Plan 2G User SL
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3.2 Additional Software

Exchange Management Tools		
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4. Software Assurance

SA Benefits: Server	Disaster Recovery: All Server editions	Fail-Over Rights: N/A
License Mobility: All editions (server licenses only)	Migration Rights: Product List - June 2015 (External Connector)	Roaming Rights: N/A
Self Hosting: All editions	SA Equivalent Rights: N/A	

4.1 Exchange Enterprise CAL with Services 2016 Supplemental Terms and Conditions

Exchange Server Enterprise CAL with active SA coverage includes the rights to Data Loss Prevention and Exchange Online Protection. For customers under Microsoft Business Agreements dated prior to October 2010 and Enrollments dated after July 2011, the Supplemental Terms for Online Services used with Software – Legacy Agreements section of Appendix A – Program Agreement Supplement Terms in the June 2015 Product List at <http://go.microsoft.com/?linkid=9839207> apply to purchase and use of the Online Services included with Exchange Enterprise CAL with Services 2016.

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Project Server

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Project Server 2016	5/16	50	75	25				P	A	A	A
Project Server 2016 CAL (Device and User)	5/16	1	2	1				P	A	A	A

2. Product Conditions

Prior Version: Project 2013 (10/12)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms: Universal; Server/CAL	Product-Specific License Terms: N/A	Additional Software: Yes
Client Access Requirements: Yes	External User Access Requirements: CAL	Included Technologies: N/A
Notices: N/A		

3.1 Server Software Access

Base Access License	Project Server 2016 CAL Project Online Professional User SL	Project Online Essentials User SL Project Online Premium User SL
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3.2 Additional Software

Software Development Kit		
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4. Software Assurance

SA Benefits: Server	Disaster Recovery: Project Server	Fail-Over Rights: N/A
License Mobility: Server licenses only	Migration Rights: N/A	Roaming Rights: N/A
Self Hosting: N/A	SA Equivalent Rights: N/A	

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SharePoint Server

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Microsoft Office Audit and Control Management Server 2013	4/13	50	75	25				P	A	A	A
SharePoint Server 2016	5/16	50	75	25				P	A,SP	A	A
SharePoint Server 2016 Standard CAL (Device and User)	5/16	1	2	1				P		A	AO,ST
SharePoint Server 2016 Enterprise CAL (Device and User)	5/16	1	2	1				P	A	A	AO,ST

2. Product Conditions

Prior Version: SharePoint Server 2013 (10/12), no prior version for Microsoft Office Audit and Control Management Server	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): SharePoint Server	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms: Universal; Server/CAL	Product-Specific License Terms: Yes	Additional Software: Yes
Client Access Requirements: Yes	External User Access Requirements: Licensed with Server	Included Technologies: N/A
Notices: N/A		

3.1 Microsoft Audit and Control Management Server 2013 Server Software Access

Base Access License	SharePoint Server 2013 Standard CAL and SharePoint Server 2013 Enterprise CAL CAL Equivalent License (refer to Appendix A)	SharePoint Online Plan 2 User SL
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3.2 SharePoint Server 2016 Server Software Access

Base Access License	SharePoint Server 2016 Standard CAL CAL Equivalent License (refer to Appendix A)	SharePoint Online Plan 1 or 2 User SL SharePoint Online Plan 2 User SL
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3.2.1 Additional SharePoint Server Functionality Associated with SharePoint Enterprise CAL

Business Connectivity Services Line of Business Webparts; Office 2016 Business Connectivity Services Client Integration; Access Services; Enterprise Search; E-discovery and Compliance; InfoPath Forms Services; Excel Services, PowerPivot, and PowerView; Visio Services; PerformancePoint Services; Custom Analytics Reports; and Advanced Charting.

Additive Access License	SharePoint Server 2016 Enterprise CAL CAL Equivalent License (refer to Appendix A)	SharePoint Online Plan 2 User SL
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3.3 CAL Waiver for Users Accessing Publicly Available Content

CALs are not required to access content, information, and applications that Customer makes publicly available to users over the Internet (i.e., where access is not restricted to Intranet or Extranet scenarios).

3.4 Additional Software

Software Development Kit		
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4. Software Assurance

SA Benefits: Server	Disaster Recovery: SharePoint Server and Office Audit and Control Management Server	Fail-Over Rights: N/A
License Mobility: SharePoint Server and Office Audit and Control Management Server (server licenses only)	Migration Rights: Product List - June 2015 (SharePoint Server and SharePoint Server for Internet Sites)	Roaming Rights: N/A
Self Hosting: N/A	SA Equivalent Rights: N/A	

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Skype for Business Server

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Skype for Business Server 2015	5/15	50	75	25				P	A	A	A
Skype for Business Server 2015 Standard CAL (Device and User)	5/15	1	2	1				P		A	AO,ST
Skype for Business Server 2015 Enterprise CAL (Device and User)	5/15	1	2	1				P	A	A	AO,ST
Skype for Business Server 2015 Plus CAL (Device and User)	5/15	1	2	1				P	A, E	A	A,ST
Skype for Business Plus CAL (User SL)							UC	P	A,UC		

2. Product Conditions

Prior Version: Lync Server 2013 (10/12), Lync Server 2010 Standard and Enterprise (12/10)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms: Universal; Server/CAL	Product-Specific License Terms: N/A	Additional Software: Yes
Client Access Requirements: All editions	External User Access Requirements: Licensed with Server	Included Technologies: Windows Software Components
Notices: H.264/MPEG-4 and/or VC-1		

3.1 Server Software Access

Base Access License	Skype for Business Server 2015 Standard CAL Skype for Business Online Plan 1 G User SL Skype for Business Online Plan 2A User SL CAL Equivalent License (refer to Appendix A)	Skype for Business Online Plan 1 User SL Skype for Business Online Plan 2 User SL Skype for Business Online Plan 2G User SL
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3.1.1 Additional Functionality Associated with Skype for Business Server Enterprise CAL

Audio, Video and Web Conferencing, Desktop Sharing, Room Systems and Multiple HD Video Streams

Additive Access License	Skype for Business Server 2015 Enterprise CAL Skype for Business Online Plan 2A User SL Live Meeting Standard User SL CAL Equivalent License (refer to Appendix A)	Skype for Business Online Plan 2 User SL Skype for Business Online Plan 2G User SL Live Meeting Professional User SL
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3.1.2 Additional Functionality Associated with Skype for Business Server Plus CAL

Voice Telephony and Call Management

Additive Access License	Skype for Business Server 2015 Plus CAL Skype for Business Online Cloud PBX User SL	CAL Equivalent License (refer to Appendix A) Skype for Business Plus CAL User SL
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3.2 Additional Software

Administrative Tools	Archiving and Monitoring Server Role	Audio/Video Conferencing Server Role
Autodiscovery Service Role	Central Management Server Role	Director Role
Edge Server Role	Skype for Business Web App Server Role	Mediation Server Role
Microsoft Lync Phone Edition	Microsoft Skype for Business Server 2015 Control Panel	Microsoft Lync Server 2013 Group Chat Administration Tool
Microsoft Lync Web App	Mobility Service Role	PowerShell Snap-in
Reach Application Sharing Server Role	Persistent Chat Server Role	Survivable Branch Appliance Role
Topology Builder	Unified Communications Application Server Role	Video Interop Server Role
Web Conferencing Server Role		

4. Software Assurance

SA Benefits: Server	Disaster Recovery: Skype for Business Server	Fail-Over Rights: N/A
License Mobility: Server licenses only	Migration Rights: Product List - April 2015	Roaming Rights: N/A
Self Hosting: N/A	SA Equivalent Rights: N/A	

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R Server

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
R Server 2016 for Hadoop	1/16							P	A	A	A
R Server 2016 for Linux	1/16							P	A	A	A
R Server 2016 for Teradata DB	1/16							P	A	A	A

2. Product Conditions

Prior Version: N/A	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: Per Core Products only	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms: Universal ; Per Core – Linux editions, Specialty Servers – Hadoop and Teradata DB editions	Product-Specific License Terms: Specialty Server editions	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: N/A
Notices: N/A		

3.1 R Server 2016 for Hadoop and R Server for Teradata DB

Each Server License for R Server 2016 for Hadoop and R Server 2016 for Teradata DB covers up to 24 cores on a Licensed Server.

3.2 GNU Lesser General Public Licensed libraries

Licensed User may reverse engineer, decompile or disassemble the R Server software, or otherwise attempt to derive the source code for the R Server software (all editions) but only to the extent required to debug changes to any libraries licensed under the GNU Lesser General Public License that may be included with and linked to by the software.

4. Software Assurance

SA Benefits: Server	Disaster Recovery: All editions	Fail Over Rights: N/A
License Mobility: Yes	Migration Rights: N/A	Roaming Rights: N/A
Self Hosting: Yes	SA Equivalent Rights: Yes	

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SQL Server

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
SQL Server 2016 Standard	6/16	15	23	8				P	A,SP	A	A
SQL Server 2016 Standard Core (2-pack Core License)	6/16	50	75	25	OM			OM, P	A,SP	A	A
SQL Server 2016 Enterprise	6/16			38				P	A	A	A
SQL Server 2016 Enterprise Core (2-pack Core License)	6/16	125	188	63	OM			OM, P	A,SP	A	A
SQL Server 2016 CAL	6/16	1	2	1				P	A,SP	A	AO,ST

2. Product Conditions

Prior Version: SQL Server 2014 (4/14)	Product Pool: Server – All editions	Down Editions: Enterprise Core to Standard, Business Intelligence, Workgroup or Small Business or 2008 R2 Datacenter; Standard to Workgroup or Small Business
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: Per Core Products only	Reduction Eligible: N/A
Reduction Eligible (SCE): All editions	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

2.1 SQL Server 2016 Enterprise

New Server Licenses for SQL Server 2016 Enterprise (Server/CAL) are not available. Existing SA customers upgrading to the 2016 version should refer to the [June 2016 Product Terms](#) for their License Terms.

2.2 SQL Server Parallel Data Warehouse

SQL Server Parallel Data Warehouse is a deployment option for SQL Server 2016 Enterprise customers. Customers are eligible to use only the software builds made available during the term of their SA coverage.

2.3 SQL Server Parallel Data Warehouse Optional Build without Oracle Java

Customers may acquire a build of the product with Oracle Java or, upon request, without Oracle Java. For more information refer to <http://www.microsoft.com/en-us/sqlserver/solutions-technologies/data-warehousing/pdw.aspx>.

3. Use Rights

License Terms: Universal; Server/CAL – Standard, <u>Per Core</u> – Standard Core and Enterprise Core	Product-Specific License Terms: All editions	Additional Software: All editions
Client Access Requirements: Server/CAL editions only	External User Access Requirements: CALs (Server/CAL editions only)	Included Technologies: Windows Software Components
Notices: N/A		

3.1 Server Software Access

Base Access License	SQL Server 2016 CAL
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3.2 Automatic Updates to Previous Versions of SQL Server

If the software is installed on Servers or devices running any supported editions of SQL Server prior to SQL Server 2012 (or components of any of them) this software will automatically update and replace certain files or features within those editions with files from this software. This feature cannot be switched off. Removal of these files may cause errors in the software and the original files may not be recoverable. By installing this software on a Server or device that is running such editions you consent to these updates in all such editions and copies of SQL Server (including components of any of them) running on that Server or device.

3.3 Running Instances for Standard Edition

For each Server License, software may be run in only one Physical OSE or Virtual OSE at a time, but Customer may use any number of Running Instances of the server software in that OSE.

3.4 Fail-Over Servers for Parallel Data Warehouse (PDW)

The PDW Appliance is a single unit made up of two or more compute nodes (Licensed Servers) all controlled by a single PDW control virtual machine (Virtual OSE). Technology is built in to the appliance which allows the software to fail-over to another compute node on the appliance. Customer does not need additional Licenses for the software running in fail-over OSEs as executed by the PDW Appliance technology.

3.5 Additional Software

3.5.1 Additional Software - All (except Parallel Data Warehouse)

Client Quality Connectivity	Client Tools Backwards Compatibility	Client Tools Connectivity
Client Tools SDK	Data Quality Client	Distributed Replay Client

Documentation Components	Management Tools - Basic	Management Tools - Complete
Reporting Services Add-in for SharePoint Products	SQL Client Connectivity SDK	

3.5.2 Additional Software - Parallel Data Warehouse

Parallel Data Warehouse Control Virtual Machine		
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4. Software Assurance

SA Benefits: Server	Disaster Recovery: All editions	Fail-Over Rights: All editions (Not applicable to Parallel Data Warehouse)
License Mobility: All editions (Not applicable to Parallel Data Warehouse)	Migration Rights: SQL Server 2014 Business Intelligence and Parallel Data Warehouse (Section 4) Product List - March 2014 and June 2015	Roaming Rights: N/A
Self Hosting: All editions	SA Equivalent Rights: Yes	

4.1 SQL Server 2016 Enterprise Core - Unlimited Virtualization

Customer may run any number of instances of the server software in any number of OSEs on any Licensed Server for which it has full SA coverage on all of its core licenses for the Server.

4.2 SQL Server 2016 Enterprise Core - Parallel Data Warehouse Feature Updates

Customers with SA coverage are eligible for Parallel Data Warehouse feature releases (e.g., appliance updates) available between major product releases.

4.3 SQL Server Buy-Out Option under the Enrollment for Application Platform EAP

Customer may renew SA for SQL Server Enterprise Server/CAL Licenses, but the only buy-out option at the end of Customer's enrollment term will be for core Licenses.

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System Center

System Center Server

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS ES	EES
System Center 2016 Datacenter Server Management License (2-pack Core License)	10/16		13	8	OM			OM, P	A	A	A
System Center 2016 Standard Server Management License (2-pack Core License)	10/16		3	2	OM			OM, P	A	A	A

2. Product Conditions

Prior Version: System Center 2012 R2 (10/13)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms: Universal ; Management Servers	Product-Specific License Terms: All editions	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: SQL Server Technology, Windows Software Components
Notices: Internet-based Features , Bing Maps		

3.1 Management License - System Center 2016 Standard

Server Management License	System Center 2016 Standard Management License
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3.2 Management License - System Center 2016 Datacenter

Server Management License	System Center 2016 Datacenter Management License
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3.3 SQL Server Technology

Customer may run any number of Instances of any SQL Server database software included in the Product in one OSE for the limited purpose of supporting that Product and any other Product that includes SQL Server database software.

3.4 Windows Server Containers

Customer may Manage any number of OSEs instantiated as Windows Server Containers on the Licensed Server.

4. Software Assurance

SA Benefits: Server	Disaster Recovery: All editions	Fail-Over Rights: N/A
License Mobility: All editions (License Mobility through SA only)	Migration Rights: Product List - October 2013, Product Terms - October 2016	Roaming Rights: N/A
Self Hosting: All editions	SA Equivalent Rights: N/A	

4.1 Nano Server

Customers with active SA on System Center Standard or Datacenter Licenses may Manage the Nano Server deployment option.

4.2 System Center Configuration Manager Current Branch Rights

Customers with active SA on System Center Standard or Datacenter Licenses may install and use the Current Branch option of System Center Configuration Manager.

4.3 System Center Global Service Monitor

Customers with active SA coverage for the Management Licenses may use System Center Global Service Monitor to monitor the web applications running on OSEs licensed with these Management Licenses. Use of this Online Service is subject to the OST.

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System Center Configuration Manager

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
System Center Configuration Manager 1606 Client Management License per OSE	10/16		2	1				P		A	AO,ST
System Center Configuration Manager 1606 Client Management License per User	10/16		2	1				P		A	
System Center Configuration Manager 1606 Client Management License (Client ML) (Student Only)	10/16		2	1							

2. Product Conditions

Prior Version: System Center 2012 R2 Configuration Manager (10/13),	Product Pool: Server	Extended Term Eligible: N/A
Down Editions: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms: Universal ; Management Servers	Product-Specific License Terms: Yes	Additional Software: N/A
Client Access Requirement: N/A	External User Access Requirement: N/A	Included Technologies: SQL Server Technology, Windows Software Components
Notices: Internet-based Features , Bing Maps		

3.1 Management License

Client Management License	System Center Configuration Manager 1606 (User or OSE)	Management License Equivalent License (refer to Appendix A)
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Microsoft Intune User SL

3.2 SQL Server Technology

Customer may run any number of Instances of any SQL Server database software included in the Product in one OSE only for the purpose of supporting that Product and any other Product that includes SQL Server database software.

4. Software Assurance

SA Benefits: Server	Disaster Recovery: Yes	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: Product List - October 2013	Roaming Rights: N/A
Self Hosting: Yes	SA Equivalent Rights: N/A	

4.1 System Center Configuration Manager – VDI Rights

Customers with active SA coverage for System Center Configuration Manager CMLs, Core CALs, or Enterprise CALs (each, a “VDI qualifying license”) may use the software to manage, at any one time, up to four Virtual OSEs in which software used remotely from the device or by the user to which that VDI qualifying License has been assigned, is running. Each Virtual OSE may be run on a different virtual desktop infrastructure hosts.

4.2 System Center Configuration Manager Current Branch Rights

Customers with active SA on System Center Configuration Manager Licenses, or with equivalent subscription rights, may install and use the Current Branch option of System Center Configuration Manager.

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System Center Data Protection Manager

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
System Center 2016 Data Protection Manager per OSE (Client ML)	1/17	(1)	2	1				P	A	A	AO,ST
System Center 2016 Data Protection Manager per User (Client ML)	1/17		2	1				P	A	A	

2. Product Conditions

Prior Version: System Center Data Protection Manager component of System Center 2012 Client Management Suite (10/13)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms: Universal ; Management Servers	Product-Specific License Terms: Yes	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: SQL Server Technology, Windows Software Components
Notices: Internet-based Features , Bing Maps		

3.1 Management License

Client Management License	System Center 2016 Data Protection Manager License (User or OSE)
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3.2 SQL Server Technology

Customer may run any number of Instances of any SQL Server database software included in the Product in one OSE for the limited purpose of supporting that Product and any other Product that includes SQL Server database software.

4. Software Assurance

SA Benefits: Server	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: Product List - October 2013	Roaming Rights: N/A

Self Hosting: All editions	SA Equivalent Rights: N/A	
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4.1 Software Assurance Migration for Customers with System Center 2016 Client Management Suite

System Center 2016 Client Management Suite was the last version of Client Management Suite. Each component of Client Management Suite is now licensed as a separate product. For purposes of this section 4.1, "Eligible License" means a System Center 2016 Client Management Suite management License with SA obtained by Customer as of January 1, 2017 and any System Center 2016 Client Management Suite management License with SA subsequently obtained under the same agreement through a programmatic true-up. For each Eligible License, Customer is granted one System Center 2016 Data Protection Manager management License, which will supersede and replace that Eligible License.

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System Center Endpoint Protection

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
System Center Endpoint Protection 1606 (Device and User SL)	10/16	1						P		A	A ST

2. Product Conditions

Prior Version: System Center 2012 R2 Endpoint Protection (10/13)	Product Pool: Server	Extended Term Eligible: N/A
Down Editions: N/A	Prerequisite: N/A	Prerequisite (SA): N/A
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms: <u>Universal; Management Servers</u>	Product-Specific License Terms: Yes	Additional Software: N/A
Client Access Requirement: N/A	External User Access Requirement: N/A	Included Technologies: N/A
Notices: <u>Internet-based Features</u>		

3.1 Device and User SLs

Customer may purchase Device or User SLs to meet the Client Management License requirement under the Management Servers License Model.

3.2 Server Management SLs

In addition to User SL requirements, Server Management Licenses are required for each Server in the number specified in the System Center 2016 Datacenter and Standard license terms. For purposes of this statement, OSEs running server operating systems that access System Center Endpoint Protection or related software are managed OSEs. For this paragraph, a "Servers" is a device on which Customer runs server operating system software.

3.3 Substitution of Scan Engines

Microsoft may substitute comparable software and files for the Online Service's:

- anti-virus and anti-spam software; and
- signature files and content filtering data files.

4. Software Assurance

SA Benefits: N/A	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: <u>Product List - March 2014</u>	Roaming Rights: N/A
Self Hosting: N/A	SA Equivalent Rights: N/A	

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System Center Operations Manager

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
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System Center 2016 Operations Manager per OSE (Client ML)	1/17	(1)	2	1				P	A	A	AO,ST
System Center 2016 Operations Manager per User (Client ML)	1/17		2	1				P	A	A	

2. Product Conditions

Prior Version: System Center Operations Manager component of System Center 2012 Client Management Suite (10/13)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms: Universal; Management Servers	Product-Specific License Terms: Yes	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: SQL Server Technology, Windows Software Components
Notices: Internet-based Features, Bing Maps		

3.1 Management License

Client Management License	System Center 2016 Operations Manager License (User or OSE)
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3.2 SQL Server Technology

Customer may run any number of Instances of any SQL Server database software included in the Product in one OSE for the limited purpose of supporting that Product and any other Product that includes SQL Server database software.

4. Software Assurance

SA Benefits: Server	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: Product List - October 2013	Roaming Rights: N/A
Self Hosting: All editions	SA Equivalent Rights: N/A	

4.1 Software Assurance Migration for Customers with System Center 2016 Client Management Suite

System Center 2016 Client Management Suite was the last version of Client Management Suite. Each component of Client Management Suite is now licensed as a separate product. For purposes of this section 4.1, "Eligible License" means a System Center 2016 Client Management Suite management License with SA obtained by Customer as of January 1, 2017 and any System Center 2016 Client Management Suite management License with SA subsequently obtained under the same agreement through a programmatic true-up. For each Eligible License, Customer is granted one System Center 2016 Operations Manager management License, which will supersede and replace that Eligible License.

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System Center Orchestrator

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
System Center 2016 Orchestrator per OSE (Client ML)	1/17	(1)	2	1				P	A	A	AO,ST
System Center 2016 Orchestrator per User (Client ML)	1/17		2	1				P	A	A	

2. Product Conditions

Prior Version: System Center Orchestrator component of System Center 2012 Client Management Suite (10/13)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms: Universal ; Management Servers	Product-Specific License Terms: Yes	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: SQL Server Technology, Windows Software Components
Notices: Internet-based Features , Bing Maps		

3.1 Management License

Client Management License	System Center 2016 Orchestrator License (User or OSE)
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3.2 SQL Server Technology

Customer may run any number of instances of any SQL Server database software included in the Product in one OSE for the limited purpose of supporting that Product and any other Product that includes SQL Server database software.

4. Software Assurance

SA Benefits: Server	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: Product List - October 2013	Roaming Rights: N/A
Self Hosting: All editions	SA Equivalent Rights: N/A	

4.1 Software Assurance Migration for Customers with System Center 2016 Client Management Suite

System Center 2016 Client Management Suite was the last version of Client Management Suite. Each component of Client Management Suite is now licensed as a separate product. For purposes of this section 4.1, "Eligible License" means a System Center 2016 Client Management Suite management License with SA obtained by Customer as of January 1, 2017 and any System Center 2016 Client Management Suite management License with SA subsequently obtained under the same agreement through a programmatic true-up. For each Eligible License, Customer is granted one System Center 2016 Orchestrator License, which will supersede and replace that Eligible License.

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System Center Service Manager

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EFS
System Center 2016 Service Manager per OSE (Client ML)	1/17	(1)	2	1				P	A	A	AO,ST
System Center 2016 Service Manager per User (Client ML)	1/17		2	1				P	A	A	

2. Product Conditions

Prior Version: System Center Service Manager component of System Center 2012 Client Management Suite (10/13)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms: Universal ; Management Servers	Product-Specific License Terms: Yes	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: SQL Server Technology, Windows Software Components
Notices: Internet-based Features , Bing Maps		

3.1 Management License

Client Management License	System Center 2016 Service Manager License (User or OSE)
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3.2 SQL Server Technology

Customer may run any number of Instances of any SQL Server database software included in the Product in one OSE for the limited purpose of supporting that Product and any other Product that includes SQL Server database software.

4. Software Assurance

SA Benefits: Server	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: Product List - October 2013	Roaming Rights: N/A
Self Hosting: All editions	SA Equivalent Rights: N/A	

4.1 Software Assurance Migration for Customers with System Center 2016 Client Management Suite

System Center 2016 Client Management Suite was the last version of Client Management Suite. Each component of Client Management Suite is now licensed as a separate product. For purposes of this section 4.1, "Eligible License" means a System Center 2016 Client Management Suite management License with SA obtained by Customer as of January 1, 2017 and any System Center 2016 Client Management Suite management License with SA subsequently obtained under the same agreement through a programmatic true-up. For each Eligible License, Customer is granted one System Center 2016 Service Manager management License, which will supersede and replace that Eligible License.

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Virtual Desktop Infrastructure (VDI) Suite

Customers looking for information about how to license and use the VDI Suite should refer to the April 2015 Product Use Rights <http://go.microsoft.com/?linkid=9839206> and June 2015 Product List <http://go.microsoft.com/?linkid=9839207>.

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Visual Studio

Visual Studio

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Visual Studio Professional 2015	9/15	2									
Visual Studio Professional 2015 with MSDN	7/15	(1)	2	1	OM			OM, P	A, SP	A	A
Visual Studio Enterprise 2015 with MSDN	7/15	(1)	51	17	OM			OM, P	A, SP	A	A
Visual Studio Test Professional 2015 with MSDN	7/15	(1)	9	3	OM			OM, P	A, SP	A	A
MSDN Platforms	6/13	(1)	9	3	OM			OM, P	A, SP	A	A

2. Product Conditions

Prior Version: Visual Studio 2013 (10/13)	Product Pool: Applications	Down Editions: Enterprise to Professional
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): All	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

2.1 Visual Studio Premium 2013 with MSDN and Visual Studio Ultimate 2013 with MSDN

Visual Studio Enterprise 2015 with MSDN is the successor version to Visual Studio Premium 2013 with MSDN and Visual Studio Ultimate 2013 with MSDN.

2.2 License Grant for SQL Server Parallel Data Warehouse Developer

Each Licensed User of Visual Studio Professional with MSDN 2015, Visual Studio Enterprise 2015 with MSDN and Visual Studio Test Professional 2015 with MSDN is deemed to have one License for SQL Server 2012 Parallel Data Warehouse Developer.

2.3 License Grant for Visual Studio Team Foundation Server 2017

Each Licensed Users of Visual Studio Professional 2015 with MSDN, Visual Studio Enterprise 2017 with MSDN, Visual Studio Test Professional 2015 with MSDN and MSDN Platforms is deemed to have one Server License for Visual Studio Team Foundation Server 2017 and one Team Foundation Server User CAL. The CAL is for the sole use of the Licensed User.

2.4 Microsoft Azure Platform Services

Microsoft Azure benefits cannot be combined from multiple MSDN subscriptions onto a single Microsoft Azure account.

3. Use Rights

License Terms: Universal; Developer Tools	Product-Specific License Terms: All	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: SQL Server Technology, Windows Software Components, Microsoft SharePoint, Windows SDK, Microsoft Office Components, Microsoft Advertising SDK
Notices: Internet-based Features – All, Bing Maps – All (except MSDN Platforms), H.264/MPEG-4 AVC and/or VC-1 – All (except MSDN Platforms)		

3.1 BUILDSEVER.TXT File

Customer may install copies of the files in the BuildServer Lists found at <http://go.microsoft.com/fwlink/?LinkId=286955> onto its build machines solely for the purpose of compiling, building, verifying and archiving its programs or to run quality or performance tests on its build machines as part of the build process.

3.2 Utilities

Customer may copy and install the Utilities listed at <http://go.microsoft.com/fwlink/?LinkId=286955> that Customer receives with the software on to Customer's other third party machines solely to debug and deploy Customer's programs and databases that Customer develops with the software. Customer must delete all the Utilities installed onto a device when it finishes debugging its program or 30 days after it installs them on that device, whichever comes first. Microsoft is not responsible for any third party use of or access to Utilities Customers installs on any device.

3.3 System Center – Virtual Machine Manager (SCVMM) – Visual Studio Enterprise with MSDN, and Visual Studio Test Professional with MSDN
Each licensed user of Visual Studio Enterprise with MSDN or Visual Studio Test Professional with MSDN may install and run SCVMM with the Visual Studio software for the purpose of creating, deploying and managing lab environment(s). A lab environment is a virtual operating system environment used solely for the purpose of developing and testing Customer's programs. Customer does not need Management Licenses for that use.

3.4 Office Professional Plus 2016 – Visual Studio Enterprise with MSDN

Each Licensed User of Visual Studio Enterprise with MSDN may also install and use one copy of Office Professional Plus 2016 on one device for production use. Except as provided here, the [Desktop Applications License Model](#) in the [License Terms](#) section applies to the Licensed User's use of this software.

3.5 GNU Lesser General Public Licensed libraries

Licensed User may reverse engineer, decompile or disassemble the Visual Studio software, or otherwise attempt to derive the source code for the Visual Studio software solely to the extent required to debug changes to any libraries licensed under the GNU Lesser General Public License that may be included with and linked to by the software.

4. Software Assurance

SA Benefits: Applications	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: Product List - March 2014 and Product Terms - September 2016	Roaming Rights: N/A
Self Hosting: N/A	SA Equivalent Rights: Yes	

4.1 Software Assurance Eligibility

Customers with expiring SA on any Visual Studio with MSDN License or an active retail subscription corresponding to the Visual Studio offerings in the Product Terms may renew coverage under any Visual Studio with MSDN license. When renewing to a different MSDN subscription level, the new use terms replace the prior use terms, and any software not included in the new MSDN subscription may no longer be used. Renewing into coverage that corresponds to a higher Visual Studio edition is facilitated through Step Up Licenses (refer [Appendix B – Software Assurance](#)).

4.2 MSDN Perpetual Rights

Customer's rights to use any software licensed through MSDN become perpetual when Customer's right to use Visual Studio becomes perpetual.

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Visual Studio Team Foundation Server

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Visual Studio Team Foundation Server 2017 with SQL Server 2016 Technology	12/16		8	3				P	A, SP	A	A
Visual Studio Team Foundation Server 2017 CAL (Device and User)	12/16		8	3				P	A, SP	A	A

2. Product Conditions

Prior Version: Visual Studio Team Foundation Server 2015 (9/15)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: All	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): All	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms: Universal ; Server/CAL	Product-Specific License Terms: All	Additional Software: All
Client Access Requirements: Yes	External User Access Requirements: CALs	Included Technologies: SQL Server Technology, Windows Software Components, Microsoft SharePoint Foundation 2013
Notices: N/A		

3.1 Server Software Access

Base Access License	Visual Studio Team Foundation Server 2017 CAL	Visual Studio Team Services paid user
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3.1.1 Additional Functionality

Test Management

Additive Access License	Visual Studio Test Professional 2015 with MSDN MSDN Platforms	Visual Studio Enterprise 2015 with MSDN Visual Studio Team Services Test Manager Extension
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3.1.2 Additional Functionality

Package Management

Additive Access License	Visual Studio Enterprise 2015 with MSDN	Visual Studio Team Services Package Management Extension
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3.2 Usage Not Requiring CALs

The following uses do not require CALs; view, edit, or enter work items; access Team Foundation Server Reporting; accessing Visual Studio Team Services via a Team Foundation Server 2017 Proxy; providing approvals to stages as part of the Release Management pipeline; and accessing Visual Studio Team Foundation Server through a pooled connection from another integrated application or service.

3.3 SQL Server Technology

Customer may run any number of Instances of any SQL Server database software included in the Product in one OSE for the limited purpose of supporting that Product and any other Product that includes SQL Server database software.

3.4 GNU Lesser General Public Licensed libraries

Licensed User may reverse engineer, decompile or disassemble the Visual Studio Team Foundation Server software, or otherwise attempt to derive the source code for the Visual Studio Team Foundation Server software solely to the extent required to debug changes to any libraries licensed under the GNU Lesser General Public License that may be included with and linked to by the software.

3.5 Visual Studio Team Foundation Server Build Services

If Customer has one or more Licensed Users of Visual Studio Enterprise with MSDN, Visual Studio Professional with MSDN, Visual Studio Enterprise (monthly or annual subscription), or Visual Studio Professional (monthly or annual subscription) then Customer may also install the Visual Studio software and permit access and use of it as part of Team Foundation Server 2017 Build Services by Customer's Licensed Users and Licensed Devices of Team Foundation Server 2017.

3.6 Release Management

Visual Studio Team Foundation Server includes one concurrent deployment using the Release Management feature. Each of the following provides one additional concurrent deployment per license:

- Visual Studio Enterprise 2015 with MSDN
- Visual Studio Enterprise (monthly or annual subscription)
- Team Services Build and Deployment Private Pipeline (paid instance)

3.7 Additional Software

Visual Studio Team Foundation Build Services	Visual Studio Team Foundation Server SharePoint Extensions	
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4. Software Assurance

SA Benefits: Server	Disaster Recovery: Yes	Fail-Over Rights: N/A
License Mobility: Yes (server licenses only)	Migration Rights: Product Terms December 2016	Roaming Rights: N/A
Self Hosting: Yes	SA Equivalent Rights: N/A	

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Windows

Windows Desktop Operating System

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Windows 10 Pro Upgrade (Per Device)	8/15	2									
Windows 10 Enterprise LTSB 2016 Upgrade (Per Device)	10/16	2									
Windows 10 Enterprise E3 and LTSB 2016 Upgrade (Per Device)	10/16	(1)	3	1				E, P	E		
Windows 10 Enterprise E3 Per User (SL)	8/15	2							E		
Windows 10 Enterprise E3 Per User From SA (SL)	8/15	2							E		
Windows 10 Enterprise E5 Per Device or User (SL)	8/16	2							E		
Windows 10 Enterprise E5 Per User From SA (SL)	8/16	2							E		
Windows 10 Education Upgrade (Per Device)	8/15	(1)	3	1						ED	ED,SD,ST
Windows 10 Education E5 (Per Device)	8/16	(1)	3	1							ED
Windows 10 Education E5 Per Device Add-on (to E3 per device) (SL)	8/16	2									A
Windows 10 Mobile Enterprise (Per Device)	12/15	1									
Windows 8.1 Enterprise Sideload (Per Device)	11/13	1			OM						
Windows 10 Enterprise E3 Per User Add-on (to E3 per device) (SL)	12/14	2							E		A
Windows 10 Enterprise E5 Per Device or User Add-on (to E3 per device) (SL)	8/16	2							E		
Windows Virtual Desktop Access (Per Device SL)	7/07	2(1)						P	A, E	A	A
Windows Virtual Desktop Access Per User (SL)	12/14	2							E		
Windows Embedded 8 Standard Enterprise Kit (100 Pack)	10/13	2			OM						

2. Product Conditions

Prior Version: Windows 10 Enterprise LTSB (8/15), Windows Embedded 8.1 Industry (4/14)	Product Pool: System	Down Editions: Enterprise to Pro
Extended Term Eligible: N/A	Prerequisite: All licenses (except Virtual Desktop Access)	Prerequisite (SA): Appendix B, Section 4
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: Add-ons, Windows 10 Enterprise E5
Reduction Eligible (SCE): N/A	Student Use Benefit: Windows 10 Education E3	True-Up Eligible: N/A
UTD Discount: Windows 8.1 Enterprise		

2.1 Qualifying Operating Systems (OS)

Customers may purchase desktop operating system upgrade Licenses for Windows 10 Pro and/or Windows 10 Enterprise LTSC (“Windows 10 Enterprise”). The desktop operating system Licenses granted are upgrade Licenses only. Therefore, each device for which Customer acquires and on which it will run the Windows 10 Pro Upgrade or Windows 10 Enterprise Upgrade must be licensed to run one of the qualifying OS identified below. This requirement applies whether the upgrade License is purchased alone or together with SA.

2.1.1 Qualifying Operating Systems (OS) Chart

The qualifying OS by program type are:

Qualifying Operating Systems	New Enterprise Agreement (EA)/Open Value Company Wide (OV-OW)	Existing Enterprise Agreement (EA)/Open Value Company Wide (OV-OW)	Microsoft Products and Services Agreement (MPSA)/Select Plus/Open	Microsoft Cloud Agreement	Academic and Charity
Windows 10					
Enterprise (N, KN) ² Pro (N, KN)	X	X	X	X	X
Education, Home					X
Windows 8 and Windows 8.1					
Enterprise (N, K, KN), Pro (N, K, KN, diskless)	X	X	X		X
Windows 8 and Windows 8.1 (including Single Language)					X
Windows 7					
Enterprise (N, K, KN), Professional (N, K, KN, diskless, Ultimate)	X	X	X		X
Home Premium, Home Basic or Starter Edition					X
Windows Vista					
Enterprise (N, K, KN), Business (N, K, KN, Blade), Ultimate	X		X		X
Home Premium, Home Basic or Starter Edition					X
Windows XP					
Professional (N, K, KN, Blade), Tablet Edition (N, K, KN, Blade), XP Pro N, XP Pro Blade PC	X		X		X
Home and Starter Edition					X
Apple					
Apple Macintosh	X		X		X
Windows Embedded Operating Systems					
Windows 10 IoT Enterprise	X	X	X		X
Windows 2000 Professional for Embedded Systems	X		X		X
Windows XP Professional for Embedded Systems	X		X		X
Windows Vista Business for Embedded Systems, Ultimate for Embedded Systems	X		X		X
Windows 7 Professional for Embedded Systems, Ultimate for Embedded Systems	X	X	X		X
Windows Embedded 8/8.1 Pro, Industry Pro	X	X	X		X

¹Also applicable to Qualified Devices acquired through merger or acquisition

²Column is also used to denote acceptable qualifying OS for a user's primary device when a user is licensed with Windows SA per User.

³Does not apply to Academic, Charity, and OV-CW.

⁴N, K, and KN are specialized editions available for certain markets.

⁵See 2.1.2.1 below for use restrictions

2.1.2 Use Restricted Qualifying Operating Systems (OS) Chart

If the upgrade software is installed on devices running any of the qualifying OS listed below (the “Conditional Qualifying OS’s”), use restrictions apply and are detailed below the table in the Use Rights section. The use restrictions persist on devices licensed with Windows Software Assurance or Windows VDA notwithstanding any language in this document to the contrary.

Qualifying Operating Systems	New Enterprise Agreement (EA)/Open Value Company Wide (OV-OW)	Existing Enterprise Agreement (EA)/Open Value Company Wide (OV-OW)	Microsoft Products and Services Agreement (MPSA)/Select Plus/Open	Academic and Charity
Windows 10 IoT Enterprise for Retail or Thin Clients ³	X		X	X
Windows Embedded 8 and 8.1 Industry Retail			X	X
Windows Embedded POSReady 7 Pro			X	X
Windows Embedded for Point of Service			X	X
Windows Embedded POSReady 2009			X	X

Windows Embedded POSReady 7			X	X
Windows XP Embedded			X	X
Windows Embedded Standard 7			X	X
Windows Embedded 2009			X	X
Windows Embedded 8 Standard			X	X

¹Also applicable to Qualified Devices acquired through merger or acquisition

²Does not apply to Academic, Charity, and OV-CW.

³Section 2.1.2.2 does not apply to Windows 10 IoT Enterprise for Retail or Thin Clients

2.1.2.1 Use restrictions for Conditional Qualifying Operating Systems

If the upgrade software is installed on devices licensed for and previously running any supported edition of a Conditional Qualifying OS, then the following conditions apply:

- Specific Use. Customer Licensed Device is designed for a specific use. Customer may only use the software for that use.
- Other Software. Customer may use other programs with the software as long as the other programs directly support the manufacturer's specific use for the device, or provide system utilities, resource management, or anti-virus or similar protection. If Customer's industry system performs desktop functions, then Customer must ensure that the desktop functions: (i) are only used to support the industry functionality, and (ii) operate only when technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality. "Desktop functions," as used here, include: email, word processing, spreadsheets, database, scheduling or personal finance software. "Industry Program," as used here, means a device that only employs an industry or task-specific software program. The device may use terminal services protocols to access such software running on a server. Customer's industry system cannot be usable in its deployed configuration as a general purpose PC or as a commercial viable substitute for such a system.
- When upgrading from any version of Windows Embedded software that is designated "Point of Sale", "POS" or "Retail" in the table above, Customer must use the upgrade software with a POS application and the POS application must be the primary use of the software by each end user. A POS application is a software application which provides any of the following functions: process sales and service transactions, scan and track inventory, record or transmit customer information, perform related management functions, and provide information directly and indirectly to customers about available products and services.

2.1.2.2 Software Assurance Purchase restriction for Conditional Qualifying Operating Systems

Notwithstanding any contrary term in Section 4.1, SA may not be purchased for devices licensed with the Conditional Qualifying Operating Systems. This restriction does not apply to devices licensed with Windows 10 IoT for Retail or Thin Clients.

2.1.3 Qualifying OS Rules for Windows VL Upgrade Licenses

- The qualifying OS must be installed on the device to which the VL Upgrade License is to be assigned.
- Apple Macintosh is only a qualifying OS if it is preinstalled by the authorized manufacturer prior to the initial sale of the device.
- Customers must remove the qualifying OS from the device in order to deploy the VL Upgrade license, unless they also have SA on the VL Upgrade license.
- Academic Select, Academic Open, CASA, and Open Value Subscription – Education Solutions customers acquiring the upgrade License using Windows XP Starter Edition, Windows Vista Starter Edition or Windows 7 Starter Edition as a qualifying OS waive any right to transfer that License outside of the country of purchase.

2.2 Windows Enterprise Upgrade (version-less) and Windows Professional Upgrade (version-less)

Version-less Licenses for Windows Enterprise Upgrade and Windows Professional Upgrade are only available in the People's Republic of China under the Select Plus, Select, and Open License programs (two points). The Licenses are edition specific, so Customer must use a version of the edition of software acquired. The Qualifying Operating Systems for the Enterprise and Pro editions of Windows 10 apply, respectively, to the version-less Licenses for Windows Enterprise Upgrade and Windows Professional Upgrade.

2.3 Re-Imaging with Windows 10

If a third party intends to re-image Windows on Customer's separately Licensed Devices, Customer must first provide that third party with written documentation proving it has licenses for the software the third party will install.

2.4 Regional Fulfillment Options

2.4.1 N (Not with Windows Media Player) Versions of Microsoft Windows XP Professional, Vista Business and 7 Professional Customers located in one of the countries established in the European Union (EU) or the European Free Trade Association (EFTA) may be eligible to acquire media for or download the N versions of Windows XP Professional, Windows Vista Business and Windows 7 Professional. Refer the March 2014 Product List for eligibility criteria and fulfillment details <http://go.microsoft.com/?linkid=9839207>.

2.4.2 K and KN Versions of Windows XP Professional, Vista Business and 7 Professional

Customers and their affiliates have specific Korea-specific media and download options for use of Windows XP Professional, Vista Business and 7 Professional in Korea. Refer the March 2014 Product List for requirements <http://go.microsoft.com/?linkid=9839207>.

2.4.3 Windows 8/8.1 Pro KN and Windows 10 Pro KN

Customers located in Korea who have an active volume licensing agreement or enrollment with Microsoft Operations Pte Ltd are eligible to acquire the media for Windows 8/8.1 Pro KN and Windows 10 Pro KN for deployment and use in Korea. No other use is permitted.

2.4.4 Windows 8/8.1 Pro N and Windows 10 Pro N (Not with Windows Media Player)

Customers with active agreements with Microsoft Ireland Operations Ltd are eligible to acquire the media for Microsoft Windows 8/8.1 Pro N and Windows 10 Pro N only for deployment and use in countries in the European Union (EU) or the European Free Trade Association (EFTA). (For purposes of Open License, an "active agreement" is one associated with an active Open License Authorization Number.)

2.5 Windows Embedded 8 Standard Enterprise Kit

Use of the software features enabled by the Windows Embedded 8 Standard Enterprise Kit is subject to the license terms for the underlying Windows Embedded 8 Standard software. The right to use the software features expires when the right to use the underlying software expires. The Windows Embedded 8 Standard Enterprise Kit License must be permanently assigned to a single device and may not be transferred to any other device.

2.6 Installation and Use Rights

For Customers licensed under a Microsoft Cloud Agreement:

- each user assigned a User SL may activate the software on up to five concurrent devices to run an instance of the software in the Physical OSE; and
- Section 4 below does not apply.

3. Use Rights

License Terms: <u>Universal; Desktop Operating Systems, OST (Windows Defender Advanced Threat Protection portion of Windows 10 Enterprise E5)</u>	Product-Specific License Terms: All Windows licenses	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: N/A
Notices: <u>H.264/MPEG-4 AVC and/or VC-1</u>		

3.1 License Assignment

The assignment of Licenses for the desktop operating system (excluding Windows VDA) is permanent, except as provided in the Software Assurance section below. Refer to Section 4. Software Assurance for License reassignment rights for Windows SA and Windows VDA.

3.2 Windows Apps

Unless other terms are displayed to Customer or presented in the app's settings, Customer agrees the services that it accesses from the Windows app is governed by the Microsoft Services Agreement at <http://go.microsoft.com/fwlink/?linkid=246338> or for Windows apps that access Xbox services, the Xbox.com terms of use at <http://xbox.com/legal/livetou>.

4. Software Assurance

SA Benefits: System	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: <u>Product List - June 2015 (Windows Companion Subscription)</u>	Roaming Rights: <u>February 2016 – Product Terms</u>
Self Hosting: N/A	SA Equivalent Rights: N/A	

4.1 Windows 10 Enterprise E3/E5 (Per User and Per Device) and Windows Virtual Desktop Access (VDA) (Per User and Per Device) additional use rights granted via SA

"Software," as used here, refers to Windows 10 Enterprise Current Branch or Windows Enterprise LTSB.

"Licensed Device," as used here, refers to the device to which Customer assigns active coverage.

"Licensed User," as used here, refers to the user to whom Customer assigns active coverage. If the underlying user License is transferred from one person to another, the original user of the License is no longer licensed.

- Any user of a Licensed Device, or any device used by a Licensed User, may remotely access up to four Instances of the Software Running in Virtual OSEs or one Instance of the Software Running in one Physical OSE on (a) device(s) dedicated to Customer's use.
- Refer to sections 2.1.2.1 and 2.1.2.2 for use restrictions on Conditional Qualifying Operating System.
- Customer may create and store an Instance of the Software on one or two USB drives via Windows to Go and use them on Licensed Devices if licensed per device or on any device by users licensed per user.
- Customer may run Windows 10 Pro, or any earlier versions of the Software, in place of any Instance permitted in this section.
- Customer does not need a License to access its permitted Instances only to administer the Software.

The rights in the first column of the table apply to the licenses identified in the columns to the right, if there is a check in the cell associated with the licenses.

	Windows 10 Enterprise E3/E5	Windows VDA
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	Device	User	Device	User
Customer may run up to four Instances in Virtual OSEs and one Instance in the Physical OSE locally on the Licensed Device. For Windows VDA (Per Device), this local use right applies only if the Licensed Device is also licensed for Windows 10/8.1 Pro or Enterprise, or Windows 7 Professional or Enterprise. If all of the Instances permitted to run in Virtual OSEs locally are used, Customer may use the Instance in the Physical OSE only to host and manage the Virtual OSEs.	X		X	
Customer may run up to four Instances in Virtual OSEs and one Instance in the Physical OSE locally on devices licensed for Windows 10/8.1 Pro or Enterprise, or Windows 7 Professional or Enterprise. If all of the Instances permitted to run in Virtual OSEs locally are used, then Customer may use the Instance in the Physical OSE only to host and manage the Virtual OSEs.		X		X
Customer may install the Software on Windows licensed devices with integrated screens 10.1" diagonally or less.		X		X

4.1.1 Windows 10 Enterprise Current Branch Rights

Windows 10 Enterprise Current Branch may only be used by Customers that have SA, Windows 10 Enterprise E3/E5, or VDA licenses.

Customers who allow SA to lapse must uninstall Windows 10 Enterprise Current Branch. Customers that have perpetual rights to Windows Enterprise may install the version of Windows Enterprise LTSC that is current at the time of lapse.

4.2 Qualifying Operating Systems (OS)

Each device for which Customer acquires SA and on which it will run the Windows 10 Enterprise Upgrade must be licensed to run one of the qualifying OS identified by program type in the Qualifying OS table in the Product Conditions section above.

- Customers who previously bought SA for Windows Pro may renew SA on their covered devices without the need to buy a Windows Enterprise Upgrade license.
- Customers who previously purchased Windows Pro Upgrade + SA may continue to purchase Pro Upgrade + SA until the end of their enrollment or agreement.

4.3 Windows Software Assurance Per Device Reassignment

Notwithstanding the License Assignment rules stated above, Customer may reassign Windows SA per device coverage with the associated Windows Enterprise Upgrade license from the original device to a replacement device, but not on a short-term basis (i.e., not within 90 days of the last assignment), as long as (1) Customer has licensed and installed on the replacement device the latest version of a Qualifying Operating System and Customer reassigns the underlying Windows Enterprise license to the same replacement device, and (2) Customer removes any related operating system upgrades from the original device. Reassignment of Windows Enterprise Upgrade licenses may only be done in conjunction with reassignment of Active Windows Software Assurance per Device coverage. Customer may reassign Windows VDA per Device licenses to another device in accordance with the terms and conditions generally applicable to device SLs in the "License Assignment and Reassignment" in the [Universal License Terms](#).

4.4 Windows 10 Enterprise Per User License Assignment Rules

4.4.1 Windows 10 Enterprise E3/E5 User SLs

The Licensed User must be the Primary User of at least one device licensed for Windows 10 Pro or Enterprise, Windows 8.1 Pro or Enterprise, or Windows 7 Professional or Enterprise. This one device must also be the Primary User's primary work device.

4.4.2 Windows 10 Enterprise E3/E5 User Add-ons

The Licensed User must be the Primary User of a device with either active Windows Desktop Operating System SA coverage or Windows VDA coverage.

4.5 Windows 10 Enterprise E3 and E5 Add-ons

Windows 10 Enterprise Add-ons are Subscription Licenses that

- are purchased in addition to (and associated with a device licensed for) either the Windows Desktop Operating System with SA coverage ("Qualifying Coverage") or VDA ("Qualifying License"), and
- expire upon the expiration of either the Qualified Coverage or Qualifying License.

For Windows 10 Enterprise Per User Add-ons, in addition to the above,

- Customer must assign the license to the Primary User of the Licensed Device (which must also be the Primary User's primary work device), and
- use of the Windows Enterprise software is subject to the Windows Enterprise per User License Terms or the VDA per User License Terms, associated with Qualifying Coverage or Qualifying License respectively.

Despite general License reassignment rights, these Add-on licenses may be reassigned only to Primary Users of other devices with either Qualifying Coverage or Qualifying Licenses. The Windows Desktop Operating System SA Per User Add-on may be purchased in any quantity up to the total number of SA and/or VDA licensed devices.

4.6 Enterprise Enrollments with combination Windows Per User and Per Device Windows SA or VDA coverage

Customers who wish to mix Windows SA per Device and Windows SA Per User licensing may do so as long as:

- All users who use unlicensed Qualified Devices are licensed with Windows SA per User (User SL or Add-on User SL), and
- All Qualified Devices used by unlicensed users are licensed with Windows SA per Device

4.7 Purchase Eligibility for Windows 10 Enterprise Per User From SA SLs

4.7.1 Enterprise Agreements

From SA User SLs may be purchased instead of SA for fully paid, perpetual Licenses with active SA for the Qualifying Products in the table below.

Qualifying Products	Corresponding from SA User SL
SA for the Windows Desktop Operating System	Windows 10 Enterprise E3 Per User From SA (SL) ¹
	Windows 10 Enterprise E5 Per User From SA ¹

¹Available for purchase at enrollment anniversary or beginning of a new enrollment term only.

4.7.2 Enterprise Subscription Agreements

Subscription Licenses for Software Assurance for the Windows Desktop Operating System may be purchased at Customer's enrollment anniversary or the beginning of a new enrollment term with an ECS From SA User SL. The Subscription License must have been purchased at least three years prior to the purchase of the From SA User SL.

4.8 Microsoft Desktop Optimization Pack (MDOP)

Customer may install and use management functionality in the MDOP on Customer's other devices dedicated to their use to manage software on the Licensed Device or Licensed User's Devices. Customer may also use the AGPM, DaRT and UE-V to manage software on servers within its domain, so long as the desktops within that domain are licensed for MDOP use.

4.8.1 MDOP Eligibility

Customers with the following have rights to use MDOP and do not need to purchase MDOP separately.

- Windows Enterprise 10 E3/E5 per User SL;
- Windows 10 Enterprise E5 per Device SL;
- Windows 10 Enterprise VDA per User SL; or
- Agreement with an August 1, 2015, or later effective date and VDA per Device or Windows 10 Enterprise E3 per Device.

4.9 Academic Programs

The following applies to customers in all Academic Volume Licensing Programs:

4.9.1 Rights to Windows Enterprise LTSC

Academic Institutions with Windows 10 Enterprise E3/E5 or Windows 10 Education E3/E5 may install Windows 10 Enterprise LTSC in place of any permitted perpetual instance.

4.9.2 Rights to Windows 10 Enterprise, Windows 10 Education Edition, or Windows 10 Pro Education

Academic Institutions with Software Assurance for Windows Enterprise or Windows Education have rights to install and use Windows 10 Enterprise, Windows 10 Education, or Windows 10 Pro Education.

4.9.3 Downgrade Rights

Academic Institutions with Software Assurance for Windows Education have downgrade rights to Windows 8.1 Enterprise/Pro and previous versions of Windows 8.1 Enterprise/Pro, as well as, Windows Embedded 8.1 Industry and previous versions of Windows Embedded 8.1 Industry.

4.9.4 MDOP Eligibility

Academic Institutions with Software Assurance for Windows Enterprise or Windows Education have rights to install and use MDOP.

4.9.5 Windows To Go Student Option

Academic Institutions electing the Student Option are permitted a maximum of one Windows To Go Instance per licensed student device while that student is enrolled at the institution.

4.10 Windows 10 Mobile Enterprise

Customers with active Windows SA per User SL or per User Add-on may install and use Windows 10 Mobile Enterprise on secondary devices of each licensed user.

4.11 Windows Desktop Operating System – Rights to run “Clustered HPC Applications”

Customer may permit simultaneous use of the software on a Licensed Device used as a Cycle Harvesting Node to run Clustered HPC Applications, as long as the Licensed Device is not used as a general purpose Server, database Server, web Server, e-mail Server, print Server or file Server, for other multi-user access purposes, or for any other similar resource sharing purpose.

4.12 Windows Desktop Operating System – Windows Thin PC

Customer may use the Windows Thin PC software in place of Windows Desktop Operating System software but only to run the types of applications listed below.

- security
- management
- terminal emulation

- Remote Desktop and similar technologies
- web browser
- media player
- instant messaging client
- document viewers
- NET Framework and Java Virtual Machine

Customer may use the software on a device other than the one on which it was first installed if it moves the corresponding Software Assurance coverage to that other device.

4.13 Software Assurance for Windows Embedded Industry Enterprise

Customers with Software Assurance for Windows Embedded Industry Enterprise have the same rights and restrictions as Windows Software Assurance.

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Windows Server

Windows MultiPoint Server

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Windows MultiPoint Server 2016 Premium	10/16	10	15	5				A		A	A

2. Product Conditions

Prior Version: Windows MultiPoint Server 2012 (12/12)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): N/A
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms: <u>Universal</u> ; <u>Server/CAL</u>	Product-Specific License Terms: All editions	Additional Software: All editions
Client Access Requirements: All editions	External User Access Requirements: CAL	Included Technologies: N/A
Notices: <u>Internet-based Features</u> , <u>H.264/MPEG-4 AVC</u> and/or <u>VC-1</u>		

3.1 Server Software Access

Base Access License	Windows Server 2016 Remote Desktop Services CAL and Windows Server 2016 CAL	Windows Server 2016 Remote Desktop Services CAL and CAL Equivalent License (refer to Appendix A)
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3.1.1 Additional Functionality Associated with Windows Server 2016 Active Directory Rights Management Services CAL Windows Server 2016 Rights Management Services

Additive Access License	Windows Server 2016 Active Directory Rights Management Services CAL	CAL Equivalent License (refer to Appendix A)
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3.2 Running Instances of the Software

Customer may run on the Licensed Server at any one time one Instance of the server software in each of the Physical OSE and one Virtual OSE. If Customer uses the server software in a Virtual OSE, then server software used in the Physical OSE may be used only to host and manage the Virtual OSE.

3.3 Access Licenses

CALs are not required for access in a Physical OSE that is used solely for hosting and managing Virtual OSEs.

3.4 Windows MultiPoint Server 2016 Connector

Customer may install and use the Windows Server 2016 MultiPoint Connector software on any device that is licensed to access Windows Server 2016. It may use this software only to access the MultiPoint Server software. If it accesses the server software from this device solely to use the MultiPoint Dashboard it does not need a Remote Desktop Services CAL.

3.5 Installation Type

Customer may only install Remote Desktop Services and deploy and use the MultiPoint Services role.

3.6 Additional Software

For a list of Additional Software refer <http://go.microsoft.com/fwlink/?LinkId=245856>.

4. Software Assurance

SA Benefits: Server	Disaster Recovery: All editions	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: Product Term - October 2016	Roaming Rights: N/A
Self Hosting: N/A	SA Equivalent Rights: N/A	

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Windows Server

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Windows Server 2016 Active Directory Rights Management Services CAL	10/16	1	2	1				P	A	A	AO,ST
Windows Server 2016 CAL	10/16	1	2	1				P		A	AO,ST
Windows Server 2016 Remote Desktop Services CAL (Device and User)	10/16	1	2	1				P	A	A	A, AO,ST
Windows Server 2016 Remote Desktop Services External Connector	10/16	75	113	38	OM			OM, P	A	A	A
Windows Server 2016 Datacenter (2-pack Core License)	10/16	10	25	15	OM			OM, P	A	A	A
Windows Server 2016 Essentials	10/16	5	10	5				P		A	A
Windows Server 2016 Standard (2-pack Core License)	10/16	1	3	2				P	A	A	A
Windows Server 2016 Active Directory Rights Management Services External Connector	10/16	125	188	63	OM			OM, P	A	A	A
Windows Server 2016 External Connector	10/16	25	38	13	OM			OM, P	A	A	A

2. Product Conditions

Prior Version: Windows Server 2012 R2 (10/13), Windows Server 2012 for CALs and External Connectors (8/12)	Product Pool: Server	Down Editions: Datacenter or Standard to Windows Server 2008 R2 Enterprise, Standard, Essentials, Web, and HPC editions, or Essentials 2012 or 2012 R2
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): N/A
Promotions: N/A	Qualified User Exemption: External Connectors	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms: Universal ; Per Core/CAL – All editions (except Essentials), Specialty Servers – Essentials	Product-Specific License Terms: All editions	Additional Software: All editions
Client Access Requirements: All editions (except Essentials)	External User Access Requirements: CALs or External Connector	Included Technologies: N/A
Notices: Internet-based Features , H.264/MPEG-4 AVC and/or VC-1		

3.1 Server Software Access

Base Access License	Windows Server 2016 CAL	CAL Equivalent License (refer to Appendix A)
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3.1.1 Additional Functionality Associated with Windows Server 2016 Remote Desktop Services CAL

Microsoft Application Virtualization for Remote Desktop Services and Windows Server 2016 Remote Desktop Services functionality

Additive Access License	Windows Server 2016 Remote Desktop Services CAL	Windows Server 2016 Remote Desktop Services User SL
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*Also required for use of Windows Server to host a graphical user interface (using the Windows Server 2016 Remote Desktop Services functionality or other technology).

3.1.2 Additional Functionality Associated with Windows Server 2016 Rights Management Services CAL

Windows Server 2016 Rights Management Services

Additive Access License	Windows Server 2016 Active Directory Rights Management Services CAL	Azure Information Protection (P1 and P2) User SL CAL Equivalent License (refer to Appendix A)
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3.1.3 Additional Functionality Associated with Microsoft Identity Manager User CAL

Microsoft Identity Manager 2016 functionality

Additive Access License	Microsoft Identity Manager 2016 User CAL CAL Equivalent License (refer to Appendix A)	Azure Active Directory Premium (P1 and P2) User SL
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*Also required for any person for whom the software issues or manages identity information.

3.1.4 Synchronization Service

Microsoft Identity Manager 2016 CALs not required for users only using Microsoft Identity Manager synchronization service.

3.2 Server External User Access

Base Access License	Windows Server 2016 External Connector
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3.2.1 Additional Functionality Associated with Windows Server 2016 Remote Desktop Services External Connector License

Microsoft Application Virtualization for Remote Desktop Services and Windows Server 2016 Remote Desktop Services functionality

Additive Access License	Windows Server 2016 Remote Desktop Services External Connector
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*Also required for use of Windows Server to host a graphical user interface (using the Windows Server 2016 Remote Desktop Services functionality or other technology).

3.2.2 Additional Functionality Associated with Windows Server 2016 Rights Management Services External Connector License

Windows Server 2016 Rights Management Services

Additive Access License	Windows Server 2016 Active Directory Rights Management Services External Connector
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3.2.3 Additional Functionality Associated with Microsoft Identity Manager External Connector License

Microsoft Identity Manager 2016 functionality

Additive Access License	Microsoft Identity Manager 2016 External Connector
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*Also required for any External User for whom the software issues or manages identity information (in absence of Microsoft Identity Manager 2016 CALs).

3.3 Additional Terms for Windows Server 2016 Essentials**3.3.1 Limitations on Use**

1. At any one time, Customer may use a Running Instance of the server software in each of the Physical OSE and in one Virtual OSE.
2. Customer must run the server software within a domain where the Server's Active Directory is configured as (i) the domain controller (a single server which contains all the flexible single master operations (FSMO) roles), (ii) the root of the domain forest, (iii) not to be a child domain, and (iv) to have no trust relationship with any other domains. If the server software is used in a Virtual OSE, the Instance in the Physical OSE may be used only to run hardware virtualization software, provide hardware virtualization services, or run software to manage and service Operating System Environment on the Licensed Server. That Instance does not need to meet the requirements in (i) through (iv) above.

3.3.2 Using the Server Software

A User Account is a unique user name with its associated password created through the Windows Server 2016 Essentials Console. Customer may use up to 25 user accounts. Each user account permits a named user to access and use the server software on that server. It may reassign a user account from one user to another provided that the reassignment does not occur within 90 days of the last assignment.

3.3.3 Windows Server 2016 Essentials Connector

Customer may install and use the Windows Server 2016 Essentials Connector software on no more than 50 devices at any one time. It may use this software only with the server software.

3.3.4 Windows Server 2016 Active Directory Rights Management Services Access

Customer must acquire a Windows Server 2016 Active Directory Rights Management Services CAL for each User Account through which a user directly or indirectly accesses the Windows Server 2016 Active Directory Rights Management Services functionality.

3.4 Windows Server Containers with Windows Server 2016 Standard and Datacenter

Customer may use any number of OSEs instantiated as Windows Server Containers on the Licensed Server.

3.5 Additional Software for Windows Server 2016

AD Migration Tool	GBUNIECN.EXE Utility	
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4. Software Assurance

SA Benefits: Server	Disaster Recovery: All editions	Fail-Over Rights: N/A
License Mobility: External Connector only	Migration Rights: Refer Product List - October 2013 and March 2014 (prior versions as well as HPC Pack, Windows HPC Server, Windows Server Enterprise, Windows Server HPC Edition, Windows Server for Itanium Based Systems, Windows Small Business Server); Product List - June 2015 (Forefront Identity Manager 2010 R2); Product Terms - October 2016	Roaming Rights: N/A
Self Hosting: All editions (except Essentials)	SA Equivalent Rights: N/A	

4.1 Microsoft Azure Hybrid Use Benefit

Refer to [Section 7. Microsoft Azure Hybrid Use Benefit](#) of the Microsoft Azure Product Entry for deploying Windows Server images on Microsoft Azure.

4.2 Nano Server

Customers with active SA on either Windows Server Standard or Datacenter Licenses, Windows Server Base Access Licenses, and Windows Server Additive Access Licenses may install and use the Nano Server deployment option. Active SA is also required on the Base Access License and Additive Access License.

4.3 Remote Desktop Services ("RDS") User CAL and User SL – Extended Rights

Customer may use its RDS User CALs and User SLs with Windows Server software running in OSEs dedicated to its internal use on either Microsoft Azure Platform Services or the shared servers of a License Mobility through Software Assurance Partner for which it has completed and submitted the License Mobility Validation form. Other than administrative access by Customer's License Mobility through Software Assurance Partner, no other party may access the OSE(s). For any CAL or User SL Customer has used in this manner, it may later move to Microsoft Azure Platform Services or a new License Mobility through Software Assurance Partner, but not sooner than 90 days after it initiated use in the environment it is leaving.

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Online Services

Customer's purchase and use of Microsoft Online Services are governed by the Product Terms and the Microsoft Online Services Terms (OST) located at <http://go.microsoft.com/?linkid=9840733> and incorporated herein by reference.

Online Services Regional Availability

Visit <http://www.microsoft.com/online/fag.aspx#international> for a list of countries and regions in which the Online Services are available.

Online Services Purchasing Rules

The following purchasing rules apply to purchasing Online Services:

- Subscription terms vary by purchasing program. Under the Enterprise Agreement program, the subscription terms for Online Services other than Microsoft Azure must be coterminous, ending on the date of Customer's Enrollment end date.
- If Customer makes additional purchases of an Online Service, the end of the subscription term of the additional purchase must align with Customer's existing subscription term for the same Online Service.
- Customer may not reduce the number of users or devices covered by its Online Services subscription during the term of their Online Services subscription except as permitted in Customer's volume licensing agreement.
- Terms for Microsoft Azure are provided in the Microsoft Azure Product Entry.
- Add-on and Step-up User SLs must be purchased under the same volume licensing agreement and enrollment (if any) as their Qualifying License or base User SL. Add-ons expire upon the earlier of the expiration of the SA coverage for the Qualifying License or the Add-on User SL. Step-ups expire upon the earlier of the expiration of the Step-up User SL or base User SL.

Online Services Renewal

Online Services with Auto-Renewal will automatically renew the day after their subscription term expires, unless Customer chooses not to renew by opting out of auto-renewal at least of 30 days before the subscription expires by placing an order with their reseller or using a form that is available at <http://microsoft.com/licensing/contracts>. Online services subscriptions for government and academic customers will not be automatically renewed unless Customer chooses the auto-renewal option.

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Microsoft Azure Services

1. Definitions

Allocated Annual Commitment means the portion of the Monetary Commitment allocated annually through the Enrollment term.

Consumption Allowance is equal to fifty percent of the Allocated Annual Commitment. For example, for an Allocated Annual Commitment of \$100,000, the Consumption Allowance for that year would be \$50,000.

Consumption Rates means the prices for Microsoft Azure Services or, for certain Microsoft Azure Service Plans, any usage in excess of a specified quantity. Consumption Rates may also be referred to as "Overage Rates" or "Overage" in other Microsoft or Microsoft Azure documents.

Microsoft Azure Services Plan means a subscription to one of the individual Microsoft Azure Services identified below as a Microsoft Azure Services Plan. Services purchased as a Microsoft Azure Services Plan are not eligible for the Hosting Exception in the Online Services Terms.

Monetary Commitment means the total monetary amount a customer commits to pay over the term of the subscription for its use of eligible Microsoft Azure Services.

2. Subscription Term

Customers may only subscribe to Microsoft Azure Services (including Microsoft Azure Services Plans) for a subscription term that ends on the end date of Customer's Enrollment ("coterminous"). Customers must have at least two months remaining in their Enrollment term in order to subscribe to Microsoft Azure Services.

3. Purchasing Services

Microsoft Azure Services may be purchased in one or a combination of the following ways:

- Commitment:** Monetary Commitments are allocated proportionally through the Enrollment term. Customers may increase their Monetary Commitment at any time by placing additional orders. When an additional order is placed, Allocated Annual Commitment will be increased for that year by the amount of the order. For each subsequent year remaining in the Enrollment term, Allocated Annual Commitments will be increased by the amount of the additional order, multiplied by twelve, divided by the number of full months between when the additional order was placed and the anniversary date following the additional order.
 - Customers may reduce their Monetary Commitment for any future Enrollment anniversary by notifying their reseller, who must process the reduction with Microsoft prior to the Enrollment anniversary date.
 - Customers must consume their Allocated Annual Commitment by the last day of the month preceding the Enrollment anniversary each year, after which any unused portion of the Allocated Annual Commitment will be forfeited. Customers may utilize their annual

Consumption Allowance by the last day of the month preceding the Enrollment anniversary each year, after which any unused portion of that Consumption Allowance will be forfeited.

- B. **Consumption:** Customers pay based on the amount of Microsoft Azure Services consumed during a billing period. Certain features of the Microsoft Azure Services may only be available for purchase on a consumption basis.
- C. **Microsoft Azure Services Plan:** Customers may be able to subscribe to a Microsoft Azure Service as a Microsoft Azure Services Plan.
- D. **Automatic Provisioning:** As part of the Server and Cloud Enrollment, Customers who have not ordered Microsoft Azure Services as part of their Enrollment may receive an activation email from Microsoft inviting them to provision Microsoft Azure Services under their Enrollment without a Monetary Commitment.

4. Pricing

If Customer does not have an Enterprise Enrollment, Enterprise Subscription Enrollment, Select Agreement, Select Plus Agreement or Server Cloud Enrollment, price level A will apply.

Microsoft may offer lower prices to Customer or Customer's reseller for individual Microsoft Azure Services during a Customer's Enrollment term on a permanent or temporary (promotional) basis.

5. Payment and Fees

Customers who have provisioned Microsoft Azure Services without a Monetary Commitment will be invoiced quarterly at Consumption Rates.

For Customers with a Monetary Commitment the first Allocated Annual Commitment will be invoiced immediately and future Allocated Annual Commitments will be invoiced on the anniversary of the Enrollment effective date. Alternatively, Customers may choose to pay their entire Monetary Commitment upon placing the initial order.

Each month, Microsoft will deduct from the Allocated Annual Commitment the monetary value of Customer's usage of eligible Microsoft Azure Services. Once Customer's Allocated Annual Commitment balance has been exhausted, any additional usage will be invoiced at Consumption Rates.

If a direct Enterprise Agreement Customer's usage is lower than the Allocated Annual Commitment plus the Consumption Allowance, any usage exceeding the Allocated Annual Commitment will be invoiced at the Consumption Rates to the Customer or its reseller on the anniversary of the Enrollment effective date for Years 1 and 2 and at the end of the subscription term for Year 3.

If a direct Enterprise Agreement Customer's usage is higher than the Allocated Annual Commitment plus the Consumption Allowance, all usage exceeding the Allocated Annual Commitment will be invoiced at Consumption Rates to the Customer or its reseller at the end of each Enrollment quarter.

For indirect Enterprise Agreement Customers, all usage exceeding the Allocated Annual Commitment will be invoiced at Consumption Rates to the Customer's reseller at the end of each Enrollment quarter.

All usage of the Microsoft Azure Services after the expiration or termination of Customer's subscription term will be invoiced to the customer or its reseller at then-current Consumption Rates on a quarterly basis.

The purchase of a Microsoft Azure Services Plan will be invoiced to Customer or its reseller according to the terms of Customer's volume licensing agreement governing payment terms for the order of Online Services generally. Monetary Commitment cannot be applied to the purchase of a Microsoft Azure Plan; provided, however, that if a Microsoft Azure Services Plan includes the purchase of an initial quantity of a service ("Initial Quantity"), Customer usage that exceeds the Initial Quantity will be billed at Consumption Rates, and Customer's Allocated Annual Commitment can be applied to such usage.

6. Open License, Open Value and Open Value Subscription Programs

6.1 Definitions

Consumption Rates mean for purposes of the Open License, Open Value and Open Value Subscription agreements, prices for all Microsoft Azure Services.

Portal means the online portal through which Customer administers its Subscription.

Subscription means a subscription with a value set at time of order that can be redeemed for a quantity of Microsoft Azure Services.

6.2 Subscription Term

The Subscription period starts at the time of product key redemption and not the time of order. Once the product key is redeemed, Microsoft will not accept return requests submitted by Microsoft's partners. Subscriptions are valid for the earlier of 12 months or until the value is consumed. Subscriptions may not be combined. Customer may have multiple active Subscriptions. New Subscriptions can be purchased at any time.

7. Microsoft Azure Hybrid Use Benefit

Under the Microsoft Azure Hybrid Use Benefit ("HUB"), a customer with Windows Server Licenses covered with SA may upload to and use its own Windows Server image on Microsoft Azure.

Azure HUB enables Customers' use of Windows Server on Microsoft Azure through Azure Virtual Machines ("Base Instances"). HUB does not include the cost of Base Instances, and Base instances do not include Windows Server. Each Windows Server processor License with SA, and each set of 16 Windows Server core Licenses with SA, entitles Customer to use Windows Server on Microsoft Azure on up to 16 Virtual Cores allocated across two or fewer Azure Base Instances. Each additional set of 8 core Licenses with SA entitles use on up to 8 Virtual Cores and one Base Instance.

Customer must indicate that it is using Windows Server under the HUB when configuring the uploaded image(s) on Azure. Customer may use its uploaded image(s) subject to the [Online Services Terms](#).

The HUB provides additive rights to deploy and use the software when exercised in connection with Datacenter Licenses and alternative rights when exercised in connection with Standard Licenses. Standard Licenses are deemed "assigned to Azure" when Customer uses Windows Server under the HUB, and are subject to the License reassignment limitations in the [Universal License Terms](#).

Microsoft Azure Services

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Microsoft Azure Services	1	OM			A	A	A	A

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: Until canceled
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: Allocated Annual Commitment	Reduction Eligible (SCE): Allocated Annual Commitment
Student Use Benefit: N/A	True-up Eligible: N/A	

2.1 Microsoft Azure Services Plans

If subscribed to by Customer as a Microsoft Azure Services Plan, individual Microsoft Azure Services may have different program availability or be subject to different terms. See the Microsoft Azure Services Plan-Specific entries below for more details.

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Microsoft Azure Plans

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Azure Active Directory Basic (User SL)	1					A		A,ST
Azure Active Directory Premium Plan 1 (User SL)	1	OM				A		A,ST
Azure Active Directory Premium Plan 2 (User SL)	1	OM			P	A		A
Azure Active Standard Support						A		A
Azure Active Professional Direct Support						A		A
Azure App Service Plan						A		
Azure Information Protection Premium Plan 1 (User SL)	1	OM			P	A	A	A,ST
Azure Information Protection Premium Plan 1 Add-on (User SL)						A		
Azure Information Protection Premium Plan 2 (User SL)		OM			P	A	A	A,ST
Azure Information Protection Premium Plan 2 Add-on (User SL)						A		
IoT Suite Predictive Maintenance Plan 1	1					A		A
IoT Suite Predictive Maintenance Plan 2	1					A		A
IoT Suite Remote Monitoring Plan 1						A		A
IoT Suite Remote Monitoring Plan 2						A		A
Azure Site Recovery (to Customer Owned Site)						A		A
Microsoft Azure StorSimple Plan with Device (8100 device)						A		A
Microsoft Azure StorSimple Plan with Device (8600 device)						A		A
Microsoft Azure StorSimple Plan 8100 Renewal (no device)						A		A
Microsoft Azure StorSimple Plan 8600 Renewal (no device)						A		A
Microsoft Azure StorSimple Standard Support						A		A
Microsoft Azure StorSimple Standard Support to Premium Support						A		A
Microsoft Azure StorSimple Premium Support						A		A
Microsoft Cloud App Security (User SL)	1	OM			P	A	A	A,ST

2.1.4 From SA Purchasing Eligibility

From SA Subscription Licenses may be purchased instead of SA for fully paid, perpetual Licenses with active SA for the Qualifying Products in the table below. For each Qualifying Product, customer may purchase a combination of From SA SLs, provided the total quantity does not exceed the listed Eligible Quantity.

Qualifying Product	Corresponding From SA Subscription License	Eligible Quantity
Core Infrastructure Server Suite Standard (2-pack Core License)	Operations Management and Security E1 From SA	1/4 ¹
System Center Standard (2-pack Core License)	Operations Management and Security E2 From SA	
Core Infrastructure Server Suite Datacenter (2-pack Core License)	Operations Management and Security E1 From SA	1
System Center Datacenter (2-pack Core License)	Operations Management and Security E2 From SA	
Core Infrastructure Server Suite Standard (2 processor)	Operations Management and Security E1 From SA	2
System Center Standard (2 processor)	Operations Management and Security E2 From SA	
Core Infrastructure Server Suite Datacenter (2 processor)	Operations Management and Security E1 From SA	8
System Center Datacenter (2 processor)	Operations Management and Security E2 From SA	

¹Requires a minimum of four Qualifying Licenses

2.2 Microsoft Azure StorSimple Plan Offerings

For each StorSimple Plan with Device purchased, Customer will receive a Storage Array device. Geographic availability and the terms and conditions governing the Storage Array, including warranty, shipping and handling, and duties, are set forth in [Appendix F - Storage Array Terms](#). Each StorSimple Plan purchased by Customer will be associated with a single Storage Array; any additional Storage Arrays used by Customer will be billed at consumption rates.

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Secure Productive Enterprise

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Secure Productive Enterprise E3 (User SL)						EO		
Secure Productive Enterprise E3 Add-on (User SL)						EO		
Secure Productive Enterprise E3 From SA (User SL)						EO		
Secure Productive Enterprise E5 (User SL)						EO		
Secure Productive Enterprise E5 Add-on (User SL)						EO		
Secure Productive Enterprise E5 From SA (User SL)						EO		
Skype for Business Plus CAL Add-on for Secure Productive Enterprise E3 (User SL)						A		

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: All
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: All	Reduction Eligible (SCE): N/A
Student Use Benefit: N/A	True-Up Eligible: All (except Secure Productive Enterprise From SA)	

2.1 Extended Use Rights for Secure Productive Enterprise Customers

2.1.1 Office Servers

Each Licensed User assigned a Secure Productive Enterprise User SL may:

- install any number of copies of the following server software on any Server dedicated to Customer's use: Exchange Server, SharePoint Server, and Skype for Business Server; and
- access to the above server software is exclusive to those users assigned a Secure Productive Enterprise User SL and External Users. This provision does not apply to customers who license Secure Productive Enterprise under the Microsoft Cloud Agreement.

2.1.2 Office Professional Plus

2.1.2.1 Secure Productive Enterprise From SA User SLs:

For each Licensed User to whom customer assigns a Secure Productive Enterprise From SA User SL, Customer may install:

- one local copy of Office Professional Plus for the sole use of the Licensed User for the duration of the subscription; and
- one local copy of Office Professional Plus for new User SLs added to the same volume license agreement for the sole use of the Licensed User for the duration of the subscription. The number of new User SLs granted those user rights may not exceed the number of From SA User SLs initially covered under the agreement.

This provision does not apply to customers who license this Product under the Microsoft Cloud Agreement.

2.1.2.1 Secure Productive Enterprise User SLs acquired in MPSA

For each Licensed User with a device covered with Software Assurance for Office Professional Plus to whom Customer assigns a Secure Productive Enterprise User SL, Customer may install one local copy of Office Professional Plus for the sole use of the Licensed User for the duration of the subscription.

2.2 Add-on User SLs and From SA User SLs

To acquire a Secure Productive Enterprise Add-On User SL or a Secure Productive Enterprise From SA User SL customer must satisfy the eligibility and License assignment requirements for each component of Secure Productive Enterprise. The components are: Windows 10 Enterprise E3/E5 Per User, Enterprise Mobility + Security E3/E5, and Office 365 Enterprise E3/E5. Refer to Secure Productive Enterprise Add-on User SLs and Secure Productive Enterprise From SA User SLs sub-sections in the Additional Information sections for the components of Secure Productive Enterprise for information.

2.3 From SA User SLs Purchases

Customer may not purchase more From SA User SLs than the number of Qualified Devices. As a one-time exception Customer may purchase a greater number of From SA User SLs, but only if (1) Customer purchases From SA User SL for each of the users of its Qualified Device, and (2) Customer must add devices as necessary to comply with the Primary use requirements in the Windows Desktop Operating System section 4.4.1.

2.4 SA Benefits for Secure Productive Enterprise From SA User SLs

Secure Productive Enterprise From SA User SLs provide the same SA Benefits as the From SA components of the Secure Productive Enterprise From SA User SL (Office 365 Enterprise E3/E5 From SA, Enterprise Mobility + Security From SA, and Windows 10 Enterprise E3/E5 Per User From SA).

2.5 United States Government Community Cloud Service

Refer to the Program Availability table for each component of Secure Productive Enterprise to find which components are UC services.

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Enterprise Mobility + Security (Plan)

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Enterprise Mobility + Security E3 (User SL)	1	OM			P	EO	A	A,ST
Enterprise Mobility + Security E3 Add-on (User SL)	1	OM			P	EO	A	A,ST
Enterprise Mobility + Security E3 From SA (User SL)						EO		
Enterprise Mobility + Security E5 (User SL)	1	OM			P	EO	A	A,ST
Enterprise Mobility + Security E5 Add-on (User SL)	1	OM			P	EO	A	A,ST
Enterprise Mobility + Security E5 From SA (User SL)						EO		

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: All
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: All	Reduction Eligible (SCE): N/A
Student Use Benefit: Yes (Intune only)	True-Up Eligible: All	

2.1 Add-on User SL Purchase Eligibility

Customers must have an active Enterprise Enrollment with active SA for the corresponding Qualifying License(s). The Qualifying License(s) may be user-based or device-based. Customers with a pre-2010 version of the MBSA must sign the Online Services Supplemental Terms and Conditions.

2.2 Add-on User SL Qualifying Licenses

Qualifying License(s)	Add-on User SL
Core CAL Suite	Enterprise Mobility + Security
Enterprise CAL Suite	
Core CAL Suite Bridge for Office 365	
Core CAL Suite Bridge for Office 365 and Microsoft Intune	
Enterprise CAL Suite Bridge for Office 365	
Enterprise CAL Suite Bridge for Office 365 and Microsoft Intune	

2.3 Add-on User SL Purchase Restrictions

Only one Add-on User SL may be purchased for each Qualifying License (or set of Qualifying Licenses).

Customers may acquire Add-on User SLs for users or users of devices added to an Enterprise Enrollment user or device count between true-up dates (i.e., in advance of the acquisition of the qualifying licenses), subject to the same limitation of one Add-on User SL per Qualifying License (or set of Qualifying Licenses).

Campus and School Agreement customers may purchase the corresponding User Subscription License for Enterprise Mobility + Security User SLs for their Users up to the same quantity as their Eligible PC count so long as they have coverage for the Qualifying Licenses.

2.4 Purchase eligibility for Enterprise Mobility + Security From SA User SLs

From SA User SLs may be purchased in lieu of SA for fully paid, perpetual Licenses ("Qualifying Licenses") for the Products in the table below. From SA User SL may also be purchased instead of Subscription Licenses for the Products below if the Subscription License was purchased at least three years prior to the purchase of the From SA User SL. From SA User SLs requires CAL Suite Bridges as noted in the table.

Qualifying Licenses	Corresponding from SA User SL	Required CAL Suite Bridge
Core CAL Suite	Enterprise Mobility + Security from SA ¹	Core CAL Bridge for Enterprise Mobility + Security ^{2,3}
Enterprise CAL Suite	Enterprise Mobility + Security from SA ¹	Enterprise CAL Bridge for Enterprise Mobility + Security ^{2,4}

¹Available for purchase at enrollment anniversary or beginning of a new enrollment term only.

²Required for Purchase at enrollment anniversary only.

³Purchase not required for users also licensed with Office 365 (Enterprise & Government E1, E3, E5)

⁴Purchase not required for users also licensed with Office 365 (Enterprise & Government E3, E5)

2.5 From SA User SLs purchases

No more than one From SA User SL may be purchased for each per device Qualifying License in section 2.4. As a one-time exception for devices assigned a Qualifying License that are used by more than one user, Customer may purchase a From SA User SL for each of those users, but only if it purchases a From SA User SL for all users of all Qualified Devices.

2.6 SA Benefits for Enterprise Mobility + Security From SA User SLs

Enterprise Mobility + Security From SA User SLs qualify Customer for SA Benefits based on the Qualifying Licenses in section 2.4.

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Microsoft Dynamics 365 Services

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Microsoft Dynamics 365 Plan 1, Enterprise edition (User SL)	1			A		A		A,ST
Microsoft Dynamics 365 Plan 2, Enterprise edition (User SL)	1			A		A		A,ST
Microsoft Dynamics 365 Plan 2 Enterprise edition Add-on (User SL)						A		A,ST
Microsoft Dynamics 365 Plan 2, Enterprise edition From SA (User SL)						A		A,ST
Microsoft Dynamics 365 for Customer Service, Enterprise edition (User SL)	1			A		A		A,ST
Microsoft Dynamics 365 for Customer Service, Enterprise Edition (Device SL)				A		A		A,ST
Microsoft Dynamics 365 for Field Service, Enterprise edition (User SL)	1			A		A		A,ST
Microsoft Dynamics 365 for Field Service, Enterprise edition (Device SL)				A		A		A,ST
Microsoft Dynamics 365 for Operations, Enterprise edition (User SL)	1			A		A		A,ST
Microsoft Dynamics 365 for Operations, Enterprise edition (Device SL)				A		A		A,ST
Microsoft Dynamics 365 for Operations, Enterprise edition Add-on (Device and User SL)						A		A,ST
Microsoft Dynamics 365 for Operations, Enterprise edition From SA (Device and User SL)						A		A,ST
Microsoft Dynamics 365 for Project Service Automation, Enterprise edition (User SL)	1			A		A		A,ST
Microsoft Dynamics 365 for Sales, Enterprise edition (User SL)	1			A		A		A,ST
Microsoft Dynamics 365 for Sales, Enterprise edition (Device SL)				A		A		A,ST
Microsoft Dynamics 365 for Team Members, Enterprise edition (User SL)	1			A		A		A,ST

Microsoft Dynamics 365 for Team Members, Enterprise edition Add-on (User SL)					A		A,ST
Microsoft Dynamics 365 for Team Members, Enterprise edition From SA (User SL)					A		A,ST
Microsoft Dynamics 365 Enterprise edition - Additional Customer Engagement Portal			A		A		A
Microsoft Dynamics 365 Enterprise edition - Additional Customer Engagement Portal Page Views			A		A		A
Microsoft Dynamics 365 Enterprise edition - Additional Customer Engagement Production Instance			A		A		A,ST
Microsoft Dynamics 365 Enterprise edition - Additional Customer Engagement Non-Production Instance			A		A		A,ST
Microsoft Dynamics 365 Enterprise edition - Additional Customer Engagement Database Storage			A		A		A
Microsoft Dynamics 365 Enterprise edition - Additional Customer Engagement Social Posts			A		A		A
Microsoft Dynamics 365 for Field Service, Enterprise edition - Resource Scheduling Optimization			A		A		A
Microsoft Dynamics 365 for Operations, Enterprise edition - Additional Database Storage			A		A		A
Microsoft Dynamics 365 for Operations, Enterprise edition - Additional File Storage			A		A		A
Microsoft Dynamics 365 for Operations, Enterprise edition - Sandbox Tier 1: Developer & Test Instance			A		A		A,ST
Microsoft Dynamics 365 for Operations, Enterprise edition - Sandbox Tier 2: Standard Acceptance testing			A		A		A,ST
Microsoft Dynamics 365 for Operations, Enterprise edition - Sandbox Tier 3: Premier Acceptance testing			A		A		A,ST
Microsoft Dynamics 365 for Operations, Enterprise edition - Sandbox Tier 4: Standard Performance testing			A		A		A,ST
Microsoft Dynamics 365 for Operations, Enterprise edition - Sandbox Tier 5: Premier Performance testing			A		A		A,ST
Microsoft Dynamics 365 Enhanced Support			A		A		A,ST
Microsoft Dynamics 365 Pro Direct Support			A		A		A,ST

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: All
Migration Rights: N/A	Prerequisite: From SA User SLs, Add-on User SLs	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: All	Reduction Eligible (SCE): N/A
Student Use Benefit: N/A	True-Up Eligible: All	

2.1 Purchase Eligibility for Dynamics 365 From SA User SLs

From SA User SLs may be purchased instead of SA for fully paid, perpetual Licenses with active SA for the Qualifying Products in the table below. From SA User SLs may also be purchased instead of Subscription Licenses for the Products below if the Subscription License was purchased at least three years prior to the purchase of the From SA User SL. The From SA User SLs are only available for purchase at Enrollment anniversary or beginning of a new Enrollment term.

Qualifying Product(s)	Corresponding From SA User SL
Microsoft Dynamics AX Task CAL, Microsoft Dynamics AX Self Serve CAL, Microsoft Dynamics CRM Essentials CAL, or Microsoft Dynamics 365 for Team Members On-premises CAL	Microsoft Dynamics 365 for Team Members, Enterprise edition From SA
Microsoft Dynamics AX Task CAL (Device)	Microsoft Dynamics 365 for Operations, Enterprise Edition From SA (Device)
Microsoft Dynamics AX Functional CAL, or Microsoft Dynamics AX Enterprise CAL	Microsoft Dynamic 365 for Operations, Enterprise edition From SA Microsoft Dynamics 365, Enterprise edition Plan 2 From SA
Microsoft Dynamics CRM Basic CAL, or Microsoft Dynamics for Sales On-premises CAL	Microsoft Dynamics 365 for Sales, Enterprise edition From SA Microsoft Dynamics 365, Enterprise edition Plan 1 From SA
Microsoft Dynamics CRM Basic CAL, or Microsoft Dynamics 365 for Customer Service On-premises CAL	Microsoft Dynamics 365 for Customer Service, Enterprise edition From SA Microsoft Dynamics 365, Enterprise edition Plan 1 From SA
Microsoft Dynamics for Sales On-premises CAL	Microsoft Dynamics 365 for Case Management, Enterprise edition From SA
Microsoft Dynamics CRM Professional CAL	Microsoft Dynamics 365, Enterprise edition Plan 1 From SA

2.1 Purchase Eligibility for Office 365 Applications From SA User SLs

From SA User SLs may be purchased instead of SA for fully paid, perpetual Licenses with active SA for the Qualifying Products in the table below. From SA User SL may also be purchased instead of Subscription Licenses for the Products below if the Subscription License was purchased at least three years prior to the purchase of the From SA User SL.

Qualifying Product(s)	Corresponding from SA User SL
Office Professional Plus	Office 365 ProPlus From SA
Visio Professional	Visio Pro for Office 365 From SA

2.2 Add-on User SLs Qualifying Licenses

Each Qualifying License must have active SA.

Qualifying Product(s)	Add-on User SL
Visio Professional	Visio Pro for Office 365 Add-on to Visio Professional
Visio Standard	Visio Pro for Office 365 Add-on to Visio Standard

2.3 Media Eligibility for Office 365 Pro Plus with Windows To Go Rights

If a user to whom Customer has assigned an Office 365 ProPlus License uses software under Windows to Go Rights, then in lieu of installing a copy of the software provided with Office 365 ProPlus on one of the five permitted devices pursuant to the terms of service for Office 365 ProPlus, that user may 1) install one copy of the Office Professional Plus 2013 software on the USB drive used for Windows to Go Rights, and 2) use the Office Professional Plus 2013 software on that USB drive on any device. Upon termination of Customer's Office 365 ProPlus subscription it must uninstall Office Professional Plus 2013 software from the USB drive.

2.4 Campus and School Agreement, Enrollment for Education Solutions and Open Value Subscriptions – Education Solutions

If Customer is an Institution as described in the Campus and School Agreement and subscribes to Office 365 ProPlus User SL, it must purchase a License for each Qualified User in the Institution's organization. If Institution signs up for Student Option for Office 365 ProPlus User SL, it must purchase a License for each Student in the Organization.

Institutions with Office 365 ProPlus User SLs assigned to all faculty and staff may install Office Professional Plus 2016 software on any open access lab or library within the Institution's Organization. Use of the software is otherwise subject to the License terms for Office Professional Plus 2016.

Institutions with Office Professional Plus Software Assurance assigned to all faculty and staff are eligible to acquire Licenses for Office 365 ProPlus for all faculty and staff part of Institution's organization at no additional cost to Institution. Licenses acquired at no cost through this offer may not be counted toward satisfaction of Institution's minimum order requirements.

2.5 Office Multi Language Pack

Customers with Office 365 Application subscriptions may use the latest version of the Office Multi Language Pack with copies of desktop applications software they are permitted to use under their qualifying Office 365 subscription. The right to use the Office Multi Language Pack expires upon the expiration of rights under the qualifying Office 365 Application.

2.6 E-Learning

Customer may access hosted E-Learning courses if it has one or more Licenses for Office 365 ProPlus (SCORM-compliant content is not eligible). Only Customer's users with active Office 365 ProPlus licenses may access hosted online E-Learning courses relevant to Office 365 ProPlus services by logging in to the Online Training site with their Office 365 ProPlus credentials. Customer's use of hosted E-Learning courses is subject to the E-Learning website terms of use.

2.7 Office Online

If Customer has a License for Office 365 ProPlus, then Customer may use Office Online services. Each of Customer's Licensed Users of Office 365 ProPlus may access Office Online services for viewing and editing documents, as long as they are also licensed for SharePoint Online or OneDrive for Business.

2.8 Open Value Subscription Migration Period

For each unit of Office 365 ProPlus, Midsize Business, Enterprise E3-E5, or Education E3-E5 User SLs Customer activates on or before the expiration of their Open Value Subscription agreement (the "Expiration Date"), Customer may continue to use the copy of Office Standard or Professional Plus licensed to them under an Open Value Subscription agreement. This right expires 180 days after the Expiration Date. Use of Office Standard or Office Professional Plus during this period is subject to the Use Rights effective on the Expiration Date.

2.9 Deployment Rights for Visio Professional 2016

Each Office 2016 users with a subscription for Visio Pro for Office 365 may install and use a single copy of Visio Professional 2016 software on the device on which Office 2016 is installed.

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Office 365 Suites

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Office 365 Business Essentials		OM			OM, P		A	
Office 365 Business Premium		OM			OM, P		A	
Office 365 Education (User SL)	1						A	AO, ST
Office 365 Education E5 (User SL)	(1)						A	EO, ST
Office 365 Education E5 Add-on (User SL)	(1)						A	EO, ST
Office 365 Enterprise E1 (User SL)	1	OM		UC	EO, OM, P	EO, UC		
Office 365 Enterprise E1 From SA (User SL)						EO, UC		
Office 365 Enterprise E3 (User SL)	1	OM		UC	EO, OM, P	EO, UC		
Office 365 Enterprise E3 From SA (User SL)						EO, UC		
Office 365 Enterprise E4 (User SL)	1			UC				
Office 365 Enterprise E4 From SA (User SL)						UC		
Office 365 Enterprise E5 (User SL)	1	OM			EO, OM, P	EO		
Office 365 Enterprise E5 From SA (User SL)						EO		
Office 365 Enterprise E1, E3 Add-on (User SL)	1			UC	OW	EO, UC		
Office 365 Enterprise E4 Add-on (User SL)	1			UC		UC		
Office 365 Enterprise E5 Add-on (User SL)					OW	EO		
Office 365 Enterprise E3 without ProPlus Add-on (User SL)						EO, UC		
Office 365 Enterprise E4 without ProPlus Add-on (User SL)						UC		
Office 365 Enterprise K1 (User SL)	1			UC		A, UC		
Office 365 Midsize Business (User SL)		OM			P			

2. Product Conditions

Terms of Service: OST	Product Pool: All Application and Server (E1 and K1 Server only), MPSA – All Application only	Extended Term Eligible: Enterprise, Government, K
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: K only	Reduction Eligible: Enterprise, Government, K	Reduction Eligible (SCE): N/A
Student Use Benefit: N/A	True-Up Eligible: Enterprise, Government, K	

2.1 United States Government Community Cloud Service

For Office 365 Suites identified above in Program Availability as UC, refer to the program availability table for each suite component to find which components are UC services.

2.2 Campus and School Acquisitions

Under Campus and School Agreement, subscription licenses for Office 365 Suites must be acquired per user on an Institution-wide or non-Institution-wide basis. If additional User SLs are required to access Office 365 Suites mid-term, Institution must submit an order for such Licenses. When licensing Office 365 Add-on, the corresponding qualifying License must be licensed under the same Enrollment. When placing anniversary orders, Institution may order fewer Licenses for Online Services than the quantity of Institution's initial order as long as the anniversary order meets the minimum requirements for Platform Online Services as set forth in Customer's volume licensing agreement.

2.3 No cost Office 365 ProPlus Student Licensing Based on Faculty/Staff Coverage

Provided an Institution has licensed Office Professional Plus or Office 365 ProPlus for all Faculty and Staff in its defined Organization under an Open Value Subscription Agreement for Education Solutions or a Campus and School Agreement Enrollment for Education Solutions, Institution is eligible to acquire Licenses for Office 365 ProPlus for all students enrolled in any educational institution that is part of Institution's defined Organization, whether on a full-time or part-time basis, at no additional cost to Institution. Licenses acquired at no cost through this offer may not be counted toward satisfaction of Institution's minimum order requirements.

2.4 Campus and School Lab or Library Use

Refer [Office 365 ProPlus Product Entry](#) for offer to use Office Professional Plus 2016 software on any open access lab or library within the Institution's Organization for Institutions with Office 365 ProPlus User SLs assigned to all faculty and staff.

2.5 Add-on User SLs Qualifying Licenses

Qualifying License(s)	Add-on User SL
Core CAL Suite ¹	<ul style="list-style-type: none"> Office 365 Enterprise E1 Add-on² Office 365 Enterprise E1 w/Exchange Online Archiving Add-on^{3,4} Office 365 Government E1 Add-on

	<ul style="list-style-type: none"> - Office 365 Enterprise & Government E3 without ProPlus Add-ons - Office 365 Government E4 without ProPlus Add-ons - Office 365 Education E5 Add-on - Exchange Online Plan 1 Add-on - Skype for Business Online Plan 1 Add-on - SharePoint Online Plan 1 Add-on
Core CAL Suite ¹ + Office Professional Plus ¹	<ul style="list-style-type: none"> - Office 365 Enterprise E1 / Government E1 Add-ons - Office 365 Enterprise E3 Add-on² - Office 365 Government E3 Add-on⁴ - Office 365 Enterprise & Government E4, E5 Add-ons - Office 365 Enterprise & Government E3 without ProPlus Add-ons - Office 365 Government E4 without ProPlus Add-ons - Office 365 Education E5 Add-on - Office 365 Midsize Business Add-on² - Exchange Online Plan 1 Add-on - Skype for Business Online Plan 1 Add-on - SharePoint Online Plan 1 Add-on
Enterprise CAL Suite ¹	<ul style="list-style-type: none"> - Office 365 Enterprise & Government E3 without ProPlus Add-ons - Office 365 Enterprise & Government E4⁴ without ProPlus Add-ons - Office 365 Education E5 Add-on - Azure Information Protection Premium Add-on
Enterprise CAL Suite ¹ + Office Professional Plus ²	<ul style="list-style-type: none"> - Office 365 Enterprise & Government E3², E4⁴, or E5 Add-ons - Office 365 Education E5 Add-on - Office 365 Enterprise & Government E3² or E4⁴ without ProPlus Add-ons
Office Professional Plus ²	<ul style="list-style-type: none"> - Office 365 Midsize Business Add-on^{2,3} - Office 365 Enterprise E3 Add-on^{2,3} - Office 365 Education E5 Add-on

¹Each Qualifying License must have active SA

²These are the only offerings available to Open Value and Open Value Subscription customers.

³This Add-on User SL may only be purchased under an Open Value (Organization Wide) or Open Value Subscription agreement.

⁴Only Government customers as defined in Customer's volume licensing agreement may purchase this Add-on User SL.

Add-on User SLs (other than the Office 365 Midsize Business Add-on) have access rights equivalent to the Qualifying License, and permit the licensed user to access the same functionality of Customer's corresponding on-premises server Products as the Qualifying License from any device.

2.6 Purchase Restrictions

Only one Add-on User SL may be purchased for each Qualifying License (or set of Qualifying Licenses).

Customers may acquire Add-on User SLs for users or devices added to an Enterprise Enrollment user or device count, or to an Open Value Subscription Agreement, between true-up dates (i.e., in advance of the acquisition of the Qualifying Licenses), subject to the same limitation of one Add-on User SL per qualifying License (or set of Qualifying Licenses).

2.7 Volume Licensing Program Terms

Programs terms applicable to the corresponding Online Service User SL also apply to the Add-on User SLs.

2.8 Purchase eligibility for Office 365 From SA User SLs

From SA User SLs may be purchased instead of SA for fully paid, perpetual Licenses with active SA for the Qualifying Products in the table below. From SA User SL may also be purchased instead of Subscription Licenses for the Qualifying Products below if the Subscription License was purchased at least three years prior to the purchase of the From SA User SL.

Qualifying Products	Corresponding from SA User SL	Required CAL Suite Bridge
Core CAL Suite	Office 365 (Enterprise E1 & Government E1) From SA ¹	Core CAL Bridge for Office 365 ^{2,3}
Office Professional Plus and Core CAL Suite	Office 365 (Enterprise E3, E5 & Government E3, E4) From SA ¹	Core CAL Bridge for Office 365 ^{2,3}
Office Professional Plus and Enterprise CAL Suite	Office 365 (Enterprise E3, E5 & Government E3, E4) From SA ¹	Enterprise CAL Bridge for Office 365 ^{2,3}

¹Available for purchase at enrollment anniversary or beginning of a new enrollment term only.

²Required for Purchase at enrollment anniversary only.

³Purchase not required for users also licensed with Enterprise Mobility + Security.

At their next Enrollment renewal, customers who have licensed Office 365 suite subscriptions prior to August 1, 2014 under a current Enrollment may purchase corresponding From SA User SLs to license all respective Office 365 users including those users added during the remainder of their current Enrollment term.

2.9 From SA User SLs purchases

No more than one From SA User SL may be purchased for each per device Qualifying License in section 2.8. As a one-time exception for devices assigned Qualifying Licenses that are used by more than one user, Customer may purchase a From SA User SL for each of those users, but only if it purchases a From SA User SL for all users of all licensed Qualified Device.

2.10 SA Benefits for Office 365 From SA User SLs

Office 365 (Enterprise E1, E3, E5 and Government E1, E3, E4) From SA User SLs provide the same SA Benefits as the Qualifying Products in section 2.8 above.

2.11 Office 365 Enterprise K1

Office 365 Enterprise K1 is formerly known as Business Productivity Online Deskless Suite (BPOS Deskless). Customers in Brazil and Chile purchasing Office 365 Enterprise K1 will be provisioned on BPOS Deskless. These customers may migrate to Office 365 Enterprise K1.

2.12 Office Multi Language Pack

Customers with Office 365 Suite that include Office 365 ProPlus may use the latest version of the Office Multi Language Pack with copies of desktop applications software they are permitted to use under their qualifying Office 365 Suite.

2.13 E-Learning

Customer may access hosted E-Learning courses if it has one or more Licenses for Office 365 ProPlus (SCORM-compliant content is not eligible). Only Customer's users with active Office 365 ProPlus licenses may access hosted online E-Learning courses relevant to Office 365 ProPlus services by logging in to the Online Training site with their Office 365 ProPlus credentials. Customer's use of hosted E-Learning courses is subject to the E-Learning website terms of use.

2.14 Office 365 Midsize Business Product Key Redemption

Office 365 Midsize Business is available until September 30, 2015, after which unredeemed subscriptions may be used for a successor product.

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Office 365 Advanced Security Management

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Office 365 Advanced Security Management (User SL)	1	OM			P	A	A	A,ST

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: All
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: All	Reduction Eligible: All	Reduction Eligible (SCE): All
Student Use Benefit: All	True-Up Eligible: All	

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Office 365 Customer Lockbox

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Office 365 Customer Lockbox (User SL)		OM		UC	P	A,UC	A	A,ST

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: N/A
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: All	Reduction Eligible: All	Reduction Eligible (SCE): N/A
Student Use Benefit: N/A	True-Up Eligible: All	

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Microsoft MyAnalytics

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Microsoft MyAnalytics (User SL)		OM			P	A	A	A,ST

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: N/A
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: All	Reduction Eligible: All	Reduction Eligible (SCE): N/A
Student Use Benefit: N/A	True-Up Eligible: All	

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Office 365 Advanced Compliance

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Office 365 Advanced Compliance (User SL)		OM			P	A	A	A,ST

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: N/A
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: All	Reduction Eligible: All	Reduction Eligible (SCE): N/A
Student Use Benefit: N/A	True-Up Eligible: All	

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Exchange Online

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Exchange Online Plan 1 (User SL)		OM		UC	OM, P	A,UC		A
Exchange Online Plan 1 Add-on (User SL)		OM		UC	P	A,UC	A	
Exchange Online Plan 1A for Alumni (User SL)								A
Exchange Online Plan 2 (User SL)	1	OM		UC	P	A,UC	A	A,ST
Exchange Online Kiosk (User SL)				UC		A,UC		
Exchange Online Archiving for Exchange Online (User SL)	1	OM		UC	P	A,UC	A	A,ST
Exchange Online Archiving for Exchange Server (User SL)	1	OM		UC	P	A,UC	A	A,ST
Exchange Online Protection (User SL)		OM		UC	OM, P	A,UC	A	A
Office 365 Advanced Threat Protection (User SL)		OM		UC	P	A,UC	A	A,ST
Import Service for Office 365						A		

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: All (except Encryption)
Migration Rights: Product List - March 2014 (Exchange Hosted Archive)	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: K only	Reduction Eligible: All	Reduction Eligible (SCE): N/A
Student Use Benefit: N/A	True-Up Eligible: All	

2.1 Exchange Online Archiving for Exchange Server

Exchange Online Archiving for Exchange Server is a successor Online Service to Exchange Hosted Archive.

2.2 Exchange Online Archiving for Exchange Server A

Academic Institutions under Enrollment for Education Solutions and Open Value Subscription Agreement for Education Solutions, licensed for Enterprise CAL Suite for their Organization-Wide count and Student count are authorized to a corresponding number of Exchange Online Archiving for Exchange Server A User SLs for all users covered within their Organization-Wide count and Student count.

2.3 Prerequisite: Add-on User SLs

Refer to Add-on User SLs in [Office 365 Suites](#) for information on Add-ons.

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OneDrive for Business

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
OneDrive for Business Plan 1 (User SL)	1	OM		UC	P	A,UC	A	
OneDrive for Business Plan 2 (User SL)	1	OM		UC	P	A,UC	A	

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: All
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: All	Reduction Eligible (SCE): N/A
Student Use Benefit: N/A	True-Up Eligible: All	

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Project Online

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Project Online Essentials (User SL)	1	OM			P	A,UC		
Project Online Essentials Add-on (User SL)						A,UC		
Project Online Professional (User SL)	1	OM			OM, P	A,UC	A	A,ST
Project Online Professional Add-on (User SL)						A,UC		
Project Online Professional From SA (User SL)						A,UC		
Project Online Premium (User SL)	1	OM			OM, P	A,UC	A	A,ST
Project Online Premium Add-on (User SL)						A,UC		
Project Online Premium From SA (User SL)						UC		

2. Product Conditions

Terms of Service: OST	Product Pool: Server, MPSA - All Application only	Extended Term Eligible: All
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: All	Reduction Eligible (SCE): N/A
Student Use Benefit: N/A	True-Up Eligible: All	

2.1 Purchase Eligibility for Project Online From SA User SLs

From SA User SLs may be purchased instead of SA for fully paid, perpetual Licenses with active SA for the Qualifying Products in the table below. From SA User SL may also be purchased instead of Subscription Licenses for the Products below if the Subscription License was purchased at least three years prior to the purchase of the From SA User SL. The from SA User SLs are only available for purchase at enrollment anniversary or beginning of a new enrollment term.

Qualifying Products	Corresponding from SA User SL
Project Professional	Project Online Professional From SA Project Online Premium From SA
Project Server CAL	Project Online Professional From SA Project Online Premium From SA

2.2 Add-on User SLs Qualifying Licenses

Each Qualifying License must have active SA.

Qualifying License(s)	Add-on User SL
Project Professional	Project Online Professional Add-on to Project Professional Project Online Premium Add-on to Project Professional
Project Standard	Project Online Professional Add-on to Project Standard Project Online Premium Add-on to Project Standard
Project Server CAL	Project Online Essentials Add-on to Project CAL Project Online Professional Add-on to Project CAL Project Online Premium Add-on to Project CAL

2.3 Office Multi Language Pack

Customers with Project Online Professional or Project Online Premium subscriptions may use the latest version of the Office Multi Language Pack with copies of desktop applications software they are permitted to use under their qualifying subscription. The right to use the Office Multi Language Pack expires upon the expiration of rights under the qualifying subscription.

2.4 Deployment Rights for Project Professional 2016

Each Office 2016 users with a subscription for Project Online Professional or Project Online Premium may install and use a single copy of Project Professional 2016 software on the device on which Office 2016 is installed.

2.5 Project Online and Project Pro for Office 365 Product Key Redemption

Project Online and Project Pro for Office 365 subscriptions licensed through Open, Open Value, or Open Value Subscription agreements may be redeemed until December 31st, 2016, after which unredeemed subscriptions may be used for a successor product.

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SharePoint Online

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
SharePoint Online Plan 1 (User SL)	1	OM		UC	P	A,UC		
SharePoint Online Plan 1 Add-on (User SL)						A		
SharePoint Online Plan 2 (User SL)	1	OM		UC	P	A,UC		
Office 365 Extra File Storage 1 GB (Add-on SL)	1	OM		UC	P	A,UC	A	A,ST

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: All
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: K only	Reduction Eligible: All	Reduction Eligible (SCE): N/A
Student Use Benefit: N/A	True-Up Eligible: All	

2.1 Prerequisite: Add-on User SLs

Refer to Add-on User SLs in [Office 365 Suites](#) for information on Add-ons.

2.2 SharePoint Online Plan 1 with Yammer and SharePoint Online Plan 2 with Yammer Key Redemption

SharePoint Online Plan 1 with Yammer or SharePoint Online Plan 2 with Yammer subscriptions licensed through Open, Open Value, or Open Value Subscription agreements may be redeemed until October 31, 2015, after which unredeemed subscriptions may be used for a product that includes either of those services.

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Skype for Business Online

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Skype for Business Online Plan 1 (User SL)	1	OM		UC	OM, P	A,UC		
Skype for Business Online Plan 1 Add-on (User SL)						A,UC		

Skype for Business Online Plan 2 (User SL)	1	OM		UC	OM, P	A, UC		
Skype for Business Online Cloud PBX (User SL)		OM			P	A		A, ST
Skype for Business Online PSTN Conferencing (User SL)		OM			P	A, UC	A	A, ST
Skype for Business Online PSTN Calling (User SL)						A		A, ST
Skype for Business PSTN Consumption (User SL)						A		

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: All
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: All (except for Skype for Business PSTN Consumption)	Reduction Eligible (SCE): N/A
Student Use Benefit: N/A	True-Up Eligible: All (except for Skype for Business PSTN Consumption)	

2.1 Lync for Mac 2011

Skype for Business Online Plan 1 and Plan 2 require the separate purchase and installation of Skype for Business 2015 (or Lync for Mac 2011) to access the complete feature set of Skype for Business Online Plan 1 and Plan 2. As a limited time offer, customers licensed for Skype for Business Online receive one licensed copy of Lync for Mac 2011 at no cost with each trial or paid subscription License to Skype for Business Online. The software may only be used with Skype for Business Online, and all rights to use the software will terminate upon expiration of the underlying subscription License or migration to the next version of Skype for Business Online, whichever comes first. Customers may use the free Skype for Business Basic 2015 client for their Windows-Based end users.

2.2 Prerequisite: Add-on User SLs

Refer to Add-on User SLs in [Office 365 Suites](#) for information on Add-ons.

2.3 Skype for Business PSTN Consumption

Skype for Business PSTN Consumption services require an initial payment through the Office 365 Administration Portal. Microsoft will invoice Customer or its reseller immediately for each transaction including, if automatic replenishment is enabled, each time the minimum balance is reached. Any funds customer allocates to the Skype for Business PSTN Consumption services may be used for those services, and any such funds not used within 12 months from the date of the transaction will be forfeited.

Usage charges will be based on Microsoft's published rates when the services are used. Skype for Business PSTN Consumption services are exempt from fixed pricing, notwithstanding any reference to fixed pricing under the applicable volume licensing agreement.

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Other Online Services

Bing Maps

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Bing Maps Enterprise Fee Monthly Subscription	25				P	A		
Bing Maps Asset Management Platform Monthly Subscription	25				P	A		
Bing Maps Internal Website Usage 100K Transactions Monthly Subscription	125				P	A		
Bing Maps Internal Website Usage 500K (and higher) Transactions Monthly Subscription	200				P	A		
Bing Maps Known Per User Monthly Subscription	1				P	A		
Bing Maps Known 5K User Monthly Subscription	200				P	A		
Bing Maps Light Known 500 User Monthly Subscription	1				P	A		
Bing Maps Light Known 5K User Monthly Subscription	125				P	A		
Bing Maps Asset Management for Windows	1				P	A		
Bing Maps Public Website Usage 100K Transaction Monthly Subscription	50				P	A		
Bing Maps Public Website Usage 500K (and higher) Transactions Monthly Subscription	200				P	A		

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: N/A
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: N/A	Reduction Eligible (SCE): N/A
Student Use Benefit: N/A	True-Up Eligible: N/A	

2.1 Billable Transactions

Each Bing Maps Public Website Usage Add-on SL and Bing Maps Internal Website Usage Add-on SL entitles the Customer to the number of Billable Transactions specified in the Product name. On either the enrollment or subscription expiration date, all purchased and unused Billable Transactions are forfeited.

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Business Application Platform

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Microsoft Flow Plan 1 (User SL)				A		A		A,ST
Microsoft Flow Plan 2 (User SL)				A		A		A,ST
Microsoft PowerApp Plan 1 (Device and User SL)				A		A		A
Microsoft PowerApp Plan 2 (User SL)				A		A		A,ST
Power BI Pro	1	OM		UC	OM, P	A,UC		
Power BI Pro A	1	OM					A	A,ST

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: Flow and PowerApp
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: Power BI Pro	Reduction Eligible: All	Reduction Eligible (SCE): N/A
Student Use Benefit: N/A	True-Up Eligible: Flow and PowerApp	

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Microsoft Intune

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Microsoft Intune (User SL)	1	OM			P	EO, A	A	A,ST
Microsoft Intune Add-on (User SL)	1	OM			P	A	A	A,ST
Microsoft Intune User SL Add-on Extra Storage 1 GB	1					A		A,ST

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: All
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: All	Reduction Eligible (SCE): N/A
Student Use Benefit: Yes	True-Up Eligible: All	

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Microsoft Learning

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Microsoft Learning E-Reference Library	1					A	A	A

Microsoft Learning Imagine Academy	75	OM					A	A
Microsoft Learning MCP 1 Exam Vouchers (Services SL)	1					A	A	A
Microsoft Learning MCP 30 Exam Vouchers (User SL)	75	OM					A	A
Microsoft Learning MTA/MCA Certification 125 Exam Site License (Services SL)	125						A	A
Microsoft Learning MOS/MCE Certification 125 Exam Site License (Services SL)	125						A	A
Microsoft Learning MOS/MTA/MCE Certification 500 Exam Site License (Services SL)	125						A	A

2. Product Conditions

Terms of Service: <u>OST</u>	Product Pool: Server	Extended Term Eligible: N/A
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: N/A	Reduction Eligible (SCE): N/A
Student Use Benefit: N/A	True-Up Eligible: N/A	

2.1 Vouchers

Vouchers are provided upon purchase and expire 12 months from date of purchase.

2.2 Microsoft Office Specialist (MOS) Microsoft Technology Associate (MTA) and Microsoft Certification Educator (MCE) Exam Site License
Customer must be a Certiport/Pearson VUE test center authorized to deliver MOS or MTA exams under a site License. The site License will expire 12 months from the date of purchase. Any undelivered exams at the end of the term are forfeited. Academic Customers may only deliver site license exams to their faculty members and registered students.

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Microsoft Translator

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Microsoft Translator API						A		

2. Product Conditions

Terms of Service: <u>OST</u>	Product Pool: Server	Extended Term Eligible: N/A
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: All	Reduction Eligible (SCE): N/A
Student Use Benefit: N/A	True-Up Eligible: N/A	

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Minecraft: Education Edition

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Minecraft: Education Edition	1							AO, ST

2. Product Conditions

Terms of Service: <u>OST</u>	Product Pool: Application	Extended Term Eligible: N/A
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: N/A	Reduction Eligible (SCE): N/A
Student Use Benefit: N/A	True-Up Eligible: N/A	

2.1 Eligibility for No Charge Student Offering

Institutions may acquire Licenses of Minecraft: Education Edition at no charge for its students if it has purchased Licenses of the Minecraft: Education Edition Faculty offering for all of its Faculty and Staff. Licenses acquired by this method are not eligible for fulfilling any order requirements.

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Glossary

Attributes

Attributes are identified in the tables in each Product Entry, and indicate rights or conditions applicable to the Products.

Additional Software: Software identified in the Use Rights for Server Products that Customer is permitted to use on any device in conjunction with its use of server software.

Client Access Requirement: Indicates whether or not a Server Product requires CALs for access by users and devices.

Disaster Recovery: Rights available to SA customers to use software for conditional disaster recovery purposes; refer to [Servers – Disaster Recovery Rights](#) section of [Appendix B – Software Assurance](#) for details.

Down Editions: Permitted lower editions corresponding to specified higher editions. Customer may use the permitted lower edition in place of a licensed higher-level edition, as permitted in the Universal License Terms.

Extended Term Eligible: Online services that are eligible for an extended term as described in the Enterprise and Enterprise Subscription licensing agreement.

External User Access Requirement: Indicates specific license requirements or options for access by External Users.

Fail-Over Rights: An SA benefit that allows Customer to run passive fail-over Instances of the Product in conjunction with software running on the Licensed Server, in anticipation of a fail-over event. Passive fail-over Instances may be run in either a separate OSE on the Licensed Server or on a different Server dedicated to Customer's use. Fail-Over Rights apply only if the number of licenses that otherwise would be required to run the passive fail-over Instances does not exceed the number of licenses required to run the corresponding production Instances.

Government Community Cloud (U.S. only): Online Services that are available exclusively to qualifying United States federal, state, local, or tribal government entities. Use Rights for government community cloud services are equivalent to those of their standard multi-tenant equivalents unless otherwise noted. Qualifying Online Services are offered as government community cloud services and non-government community cloud services. Customers may be provisioned as one or the other but not a mix of both. Online Services designated as government community cloud may not be deployed in the same domain with specific non-government community cloud services.

Included Technologies: Indicates other Microsoft components included in a Product; refer to the Included Technologies section of Universal License Terms for details.

License Mobility: Rights available to SA customers either to reassign licenses outside the standard timelines or to use Products on multi-tenant servers outside their own datacenters; refer to License Mobility section of [Appendix B – Software Assurance](#) for details.

License Terms: Terms and conditions governing deployment and use of a Product.

Migration Rights: Customer may be able to upgrade from prior versions of the software or other Products under special terms published in the Product Entry or Product List as indicated. Customer may also have non-standard downgrade rights to use prior versions of the same or other Products in place of the licensed version.

Prerequisite: Indicates that certain additional conditions must be met in order to purchase Licenses for the Product.

Prerequisite (SA): Indicates that certain additional conditions must be met in order to purchase SA coverage for the Product.

Prior Version: Earlier versions of Product and their Date Available.

Notices: Identifies the notices applicable for a Product; refer to the Notices section of the [Universal License Terms](#) for details.

Online Subscription Program (OSP): The Product is available in an Online Subscription program.

Product Pool: Indicates the grouping of Products that the Product belongs to for the purposes of determining pricing discounts. There are three Product pool categories; Application, Server and System.

Product-Specific License Terms: Indicates that Product-Specific terms and conditions governing deployment and use of the Product are included below the Use Rights table.

Promotions: Indicates that limited time offers apply to the Product as described in [Appendix E – Promotions](#).

Qualified User Exemption: Exemption applicable to users who access Products solely under one of these licenses. These users are exempt from being counted as a Qualified User under Customer's volume licensing agreement, notwithstanding anything to the contrary in that agreement.

Reduction Eligible: An Online Service for a customer that has an Enterprise Enrollment, Enterprise Subscription Enrollment, Microsoft Azure Enrollment or Enrollment for Education Solutions can report a reduction in licenses or Allocated Annual Commitment.

Reduction Eligible (SCE): Products for which a Server & Cloud Enrollment customer can report a reduction in subscription licenses or future Allocated Annual Commitment after 12 continuous months.

Roaming Rights: An SA benefit that permits the Primary User of a Licensed Device certain access and use rights. The Primary User may use a Qualifying Third Party Device to (i) remotely access and use permitted Instances or copies of the software running on Servers dedicated to Customer's use, (ii) locally use a permitted Instance or copy in a Virtual OSE, or (iii) locally access a permitted Instance or copy of the software on a USB drive via Windows to Go, in each case solely for work-related purposes while the user is not on Customer's premises. No other user may use the software under the same License at the same time. Despite anything to the contrary in Customer's volume licensing agreement, Qualified Desktops and Devices do not include any Qualifying Third Party Devices from which Customer's users access and use the software and any (other) enterprise product solely under Roaming Rights.

SA Equivalent Rights: Software SLs acquired under a Server and Cloud Enrollment or Microsoft Products and Services Agreement provide the same SA rights and benefits during the term of the Subscription as Licenses with SA coverage.

Self Hosting: An SA benefit that permits use of Products for conditional hosting purposes; refer to the Servers – Self Hosted Applications section of [Appendix B – Software Assurance](#) for details.

SA Benefits Pool: Indicates the category of the Product for purposes of determining SA Benefits broadly applicable to that Product Pool, as listed in [Appendix B – Software Assurance](#).

Student Use Benefit: The option for Institutions that license a qualifying Product for their Organization-wide Count to license a Product for use by their Students at no additional cost. The qualifying Product and the Product eligible for the Student Use Benefit are identified in the Product Entry. Such Student Licenses may not be counted toward minimum order requirements.

Suite: A Product that is comprised of components that are also licensed separately. A suite is licensed under a single License that is assigned to a single user or device, and allows use of all of its components on the single device or by a single user to which it is assigned. The components of the Suite may not be separated and used on separate devices or by separate users.

True-Up Eligible: An Online Service subscription License that an Enterprise or Enterprise Subscription customer can order via the true-up or annual order process rather than monthly.

UTD Discount: An Up to Date Discount is a discount available to Open Value Subscription customers ordering licenses for Product during the first year of their agreement if they have a License for the corresponding qualifying Product.

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Cell Values

Cell Values are used in the Program Availability table in each of each Product Entry to identify how the Product is offered in each program. The volume licensing program agreements define these offering types.

A= Additional Product: The Product is offered as an Additional Product.

AO= Additional Product Organization Wide: The Product is offered as an Additional Product orderable organization-wide.

E = Enterprise Product: The Product is offered as an Enterprise Product, but not a desktop.

ED = Education Desktop: The Product is offered as an education desktop platform product with either Enterprise CAL Suite or Core CAL Suite under Enrollment for Education Solutions and Open Value Subscription – Education Solutions.

EO = Enterprise Online Service: The Online Service is offered as an enterprise Online Service or platform Online Service and satisfies the Enterprise Product requirements. EO for Core CAL and Enterprise CAL Suite require the corresponding CAL Suite Bridge.

OM = Open Minimum: Each License counts solely as 5 Licenses for purposes of the initial order minimum in Open License and Open Value.

OW = Organization-wide: Available under the Organization-wide option.

P = Non-Organization Wide in Open Value: The Product is offered on a non-Organization Wide basis in Open Value.

SD= School Desktop Platform Product: The Product is offered as a school desktop platform product with either Enterprise CAL Suite or Core CAL Suite under Campus and School Agreement. An SD is counted as three units.

ST = Student Offering: The Product is offered as a Student Offering and must be ordered for the full Student Count.

SP = Server and Tools Product: The Product is a server and tools product offered under the Server and Cloud Enrollment.

UC = United States Government Community Cloud Service: The Online Service is offered as a United States Government Community Cloud Service.

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Column Headings

Column Headings appear in the Program Availability table for each Product Entry and organize program availability information by program, offering type, points and availability dates.

DA= Date Available: The date a Product is first available, designated as month/year. For software, it is the earlier of the date Microsoft makes licenses available for ordering or available for download from the Volume Licensing Services Center (VLSC).

EA/EAS = Enterprise Agreement and Enterprise Subscription Agreement: Includes Enterprise and Enterprise Subscription Enrollments, including the Server Cloud Enrollment.

EES = Enrollment for Education Solutions: Includes Enrollment for Education Solutions and the School Enrollment under the Campus and School Agreement (CASA).

L = License: Point value designated for the software License indicated. If point value is parenthesis, that is the value for CASA.

L/SA = License and SA: Point value designated when License and SA is offered for purchase at the same time.

MPSA = Microsoft Products and Services Agreement.

OL = Open License: Open License includes Open License, Open License for Academic, Open License for Government, and Open License for Charity, where available.

OV/OVS = Open Value and Open Value Subscription: Includes Open Value, Open Value Subscription, Open Value for Government, and Open Value Subscription for Government.

OVS-ES = Open Value Subscription – Education Solutions.

Point = The value assigned to a Product used to calculate the volume pricing level applicable to Customer's volume licensing agreement.

SA = Software Assurance: Point value designated when SA is offered for the software indicated.

S/S+ = Select and Select Plus: This also includes Select for Academic, Select Plus for Academic, Select for Government, and Select Plus for Government.

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Definitions

Academic Program means Academic Purchasing Account on MPSA, Academic Select License, Select Plus for Academic, Campus and School Agreement, or Open Value Subscription – Education Solutions.

Add-on means a license that is purchased in addition to (and associated with) a previously acquired Qualifying License (or set of Qualifying Licenses) and is assigned to a single Qualified User (as defined in Customer's Enrollment). For any Add-on User SL not appearing individually in OST, the license terms applicable to a full User SL for the same service apply.

Additive CAL means a CAL that must be used on conjunction with a base CAL.

Additive External Connector License means an External Connector License that must be used in conjunction with a base External Connector License.

CAL means client access license, which may be assigned by user or device, as appropriate. A user CAL allows access to corresponding version of the server software or earlier versions of the server software from any device by one user. A device CAL allows access to corresponding versions of the server software or earlier versions of the server software from one device by any user. CALs allow access to server software running on Customer's Licensed Servers only.

CAL Equivalent License means a User SL or External Connector License identified in a Product's "Server Software Access" table, or a CAL suite or SL, as identified in the CAL Equivalent Licenses Table, [Appendix A](#), as applicable. A CAL suite is a CAL Equivalent License only if Customer purchased the License after the Server Product's Date Available or if Customer had active SA coverage as of the Date Available.

Client OSE means an OSE running a client operating system.

Clustered HPC Application means a high performance computing applications that solves, in parallel, complex computational problems, or a set of closely related computational problems. Clustered HPC Applications divide a computationally complex problem into a set of jobs and tasks which are coordinated by a job scheduler, such as provided by Microsoft HPC Pack, or similar HPC middleware, which distributes these in parallel across one or more computers operating within an HPC cluster.

Cluster Node means a device that is dedicated to running Clustered HPC Applications or providing job scheduling services for Clustered HPC Applications.

Core Factor means a numerical value associated with a specific Physical Processor for purposes of determining the number of Licenses required to license all of the Physical Cores on a Server.

Cycle Harvesting Node means a device that is not dedicated to running Clustered HPC Applications or job scheduling services for Clustered HPC Applications.

External Connector License means a License assigned to a Server dedicated to Customer's use that permits access to the corresponding version of the server software or earlier versions of the server software by External Users.

External Users means users that are not either Customer's or its Affiliates' employees, or its or its affiliates' onsite contractors or onsite agents.

Hardware Thread means either a Physical Core or a hyper-thread in a Physical Processor.

High Performance Computing (HPC) Workload means a workload where the server software is used to run a Cluster Node and is used in conjunction with other software as necessary to permit security, storage, performance enhancement and systems management on a Cluster Node for the purpose of supporting the Clustered HPC Applications.

Hyper-V Container is a feature of Windows Server that utilizes a virtual operating system environment. Each Hyper-V Container is considered to be one Virtual OSE.

Instance means an image of software that is created by executing the software's setup or install procedure or by duplicating an existing Instance.

License means the right to download, install, access and use a Product.

Licensed Device means a single physical hardware system to which a License is assigned. For purposes of this definition, a hardware partition or blade is considered to be a separate device.

License Mobility through Software Assurance Partner means an entity identified at <http://www.microsoft.com/licensing/software-assurance/license-mobility.aspx> and authorized by Microsoft to host customers' software on shared servers.

Licensed Server means a single Server, dedicated to Customer's use, to which a License is assigned. For purposes of this definition, a hardware partition or blade is considered to be a separate Server.

Licensed User means the single person to whom a License is assigned.

Management License (ML) means a License that permits management of one or more OSEs by the corresponding version of the server software or any earlier version of the server software. There are two categories of Management Licenses: Server Management License and Client Management License. There are three types of Client Management Licenses: User, OSE and device. A User Management License permits management of any OSE accessed by one user; an OSE Management License permits management of one OSE accessed by any user; a device Management License (Core CAL or Enterprise CAL Suite) permits management of any OSE on one device.

Management License Equivalent License means a User SL identified in a Product's "Management License" table, or a CAL suite or SL, as identified in the Management License Equivalent Licenses Table, [Appendix A](#), as applicable. A CAL suite is a Management License Equivalent License only if Customer purchased the license after the Server Products' Date Available or if Customer had active SA coverage as the Date Available.

Managing an OSE means to solicit or receive data about, configure, or give instructions to the hardware or software that is directly or indirectly associated with the OSE. It does not include discovering the presence of a device or OSE.

Operating System Environment (OSE) means all or part of an operating system Instance, or all or part of a virtual (or otherwise emulated) operating system Instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and instances of applications, if any, configured to run on the operating system Instance or parts identified above. A physical hardware system can have one Physical OSE and/or one or more Virtual OSEs.

Physical Core means a core in a Physical Processor.

Physical OSE means an OSE that is configured to run directly on a physical hardware system. The operating system Instance used to run hardware virtualization software or to provide hardware virtualization services is considered part of the Physical OSE.

Physical Processor means a processor in a physical hardware system.

Primary User means the user who uses a Licensed Device more than 50% of the time in any 90 day period.

Production Environment means any Physical or Virtual OSE running a production workload or accessing production data, or Physical OSE hosting one or more Virtual OSEs running production workloads or accessing production data.

Qualifying Third Party Device means a device that is not controlled, directly or indirectly, by Customer or its Affiliates (e.g., a third party's public kiosk).

Running Instance means an Instance of software that is loaded into memory and for which one or more instructions have been executed. (Customer "Runs an Instance" of software by loading it into memory and executing one or more of its instructions.) Once running, an Instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.

SL means subscription License that allows access to software or a hosted service for a defined period of time.

Server means a physical hardware system capable of running server software.

Server Farm means a single data center or two data centers each physically located either in time zones not more than four hours apart, or within the EU or EFTA. A data center can be moved from one Server Farm to another, but not on a short-term basis. (EU is European Union; EFTA is European Free Trade Association).

Step-up means a license purchased in addition to (and associated with) a previously acquired base license. For any Step-up User SL not appearing individually in the OST, the license terms applicable to the equivalent full User SL apply.

Virtual Core means the unit of processing power in a virtual hardware system. A Virtual Core is the virtual representation of one or more hardware threads.

Virtual OSE means an OSE that is configured to run on a virtual hardware system.

Web Workload (also referred to as "Internet Web Solutions") are publicly available web pages, websites, web applications, web services, and/or POP3 mail serving. For clarity, access to content, information, and applications served by the software within an Internet Web Solution is not limited to Customer's or its affiliates' employees.

Software in Internet Web Solutions is used to run:

- web server software (for example, Microsoft Internet Information Services), and management or security agents (for example, the System Center Operations Manager agent);
- database engine software (for example, Microsoft SQL Server) solely to support Internet Web Solutions; or
- the Domain Name System (DNS) service to provide resolution of Internet names to IP addresses as long as that is not the sole function of that instance of the software.

Windows Server Container is a feature of Windows Server software.

Windows Software Components means components of Windows software included in a Product. Microsoft .NET Framework, Microsoft Data Access Components, PowerShell software and certain .dlls related to Microsoft Build, Windows Identity Foundation, Windows Library for JavaScript, Debghelp.dll, and Web Deploy technologies are all Windows Software Components.

Appendix A – CAL/ML Equivalent Licenses

Rights to access server software running on Customer's Licensed Servers or to Manage OSEs are available under CAL suites and Online Services SLs. If a cell is shaded blue in a server's row, the CAL suite or SL in that column satisfies the License requirement for access to (or management of) that Server Product's base or additive functions. CAL suites must be purchased after the Product's Date Available or have active SA coverage on such date to satisfy access requirements for the current version of the Server Product.

	Office 365 Enterprise				Core CAL					Enterprise CAL					Enterprise Mobility + Security		Secure Productive Enterprise	
Servers	E1	E3	E4	E5	Suite	Bridge O365	Bridge Intune	Bridge O365+Intune	Bridge EMS	Suite	Bridge O365	Bridge Intune	Bridge O365+Intune	Bridge EMS	E3	E5	E3	E5
Exchange Server 2016 Standard																		
Base																		
Additive																		
Exchange Server 2016 Enterprise																		
Base																		
Additive																		
SharePoint Server 2016																		
Base																		
Additive																		
Microsoft Audit and Control Management Server 2013																		
Base																		
Skype for Business Server 2015																		
Base																		
Additive(Ent)																		
Additive (Pls)																		
Windows MultiPoint Server 2016 Premium (Academic only)																		
Base																		
Additive																		
Windows Server 2016 Standard																		
Base																		
Additive (RMS)																		
Additive (MIM)																		
Windows Server 2016 Data Center																		
Base																		
Additive (RMS)																		
Additive (MIM)																		
Advanced Threat Analytics 2016																		
Management																		
System Center Configuration Manager 1606																		
Management																		

Note: Office 365 Education E1 and Office 365 Nonprofit E1 do not satisfy the License requirement for access to (or management of) the Products in this table. A license for the Core CAL and Enterprise CAL Suite includes with active SA coverage provides rights equivalent to System Center Endpoint Protection 1606. A license for the Enterprise CAL Suite with active SA coverage provides rights equivalent to Data Loss Prevention and Exchange Online Protection.

Appendix B – Software Assurance

Purchasing Software Assurance

There are three different levels of commitment Customer may select when purchasing SA, which may vary by program. Customer can:

1. Commit to attaching SA on all platform products.
2. Commit to attaching SA on all purchases under a particular Product pool (Applications, Systems or Servers), referred to as Software Assurance Membership (SAM).
3. Purchase SA on individual Products without making any commitment to expanding SA to other Products.

SA must be acquired at the time of acquiring the License or upon renewal of an existing SA term. Unless otherwise stated, only licenses for the latest version of a Product are eligible for SA. In the case of a transfer of perpetual Licenses, the transferee may acquire SA for such transferred Licenses within 30 days from the date of transfer and provided that the transferor maintained active SA for the Licenses up until the date of transfer.

Customers may have the option to acquire SA for certain licenses purchased from the Retail channel (full packaged product) or from an Original Equipment Manufacturer (OEM), as described in the table below. Under Open Value, this option applies only to non-Organization-wide/ Company-wide products. Under Enterprise Agreements, it applies only to Additional Products within 90 days from the date of purchase. Customers who acquire SA for OEM or retail licenses have the option of installing and using the Volume Licensing software for the current version at any time.

Pool	Full Packaged Products	OEM	Programs
Application Pool	N/A	SA available only as outlined below	Applies to Open License, MPSA, Select, Select Plus and non Organization wide under Open Value and Additional Products under Enterprise Agreements. It does not apply to Enterprise Products under Open Value and Enterprise Agreements.
Server Pool	SA available	SA available	

Customers who acquire Microsoft Office Professional 2016 from an OEM may acquire SA for Microsoft Office Standard 2016 in the Open License programs, Select and Select Plus programs, and non Company-wide under Open Value within 90 days from the date of OEM purchase.

Enterprise Agreement customers who transitioned to an Online Service or who purchased a From SA subscription License in lieu of renewing SA may reattach SA to a License at anniversary or renewal without purchasing a new License. SA must be ordered for that License for the remainder of the enrollment term. SA coverage may not exceed the quantity of perpetual Licenses for which SA was current at the time of any prior transition or renewal and may not be reattached to transferred Licenses.

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Renewing Software Assurance

Renewing Coverage under the Same Agreement

Terms for renewing SA under the same program agreement by which it was initially ordered are contained Customer's volume licensing agreements. Customers may renew SA without the need to simultaneously order a License as long as the SA coverage has not expired. In addition, the following terms apply to specific programs as noted:

Open License

SA coverage ordered under an Open License authorization number ends upon expiration of that number. To renew, Customer must submit a renewal order for SA within 90 days after their authorization number expiration date.

Enterprise Agreement

To renew SA coverage under the same enrollment under an Enterprise Agreement, Customer must sign a new 2011 or later Enterprise Enrollment and Agreement (if they have not already), and must submit a renewal order for SA (as applicable) for 1) all Enterprise Products, Application Platform Products, Core Infrastructure Products and Additional Products they wish to renew and 2) any Online Services, accounting for transitions (if applicable).

Enrollment for Application Platform

EAP customers who have previously deferred Licenses via SA prior L SKUs must buyout their Licenses before they can renew SA.

Renewing Coverage from a Separate Agreement

Customer may renew SA for any Product if Customer has obtained a perpetual License and SA for that Product under a previous agreement in the same Volume Licensing Program, provided that 1) Customer's new agreement enrollment, or order (for MPSA) must be effective no later than the day following the date of expiration of the previous agreement or enrollment, and 2) the SA renewal order must be placed prior to the expiration of prior SA coverage, unless such coverage is being renewed from an Open License Agreement. In that case, Customers have 90 days from the expiration to place the order.

Customer may also renew SA from one Volume Licensing program into a different Volume Licensing Program. For Enterprise Products originally purchased under a program with a company-wide coverage requirement, this exception applies only if the customer is renewing SA into the MPSA or a program with a company-wide coverage requirement for Enterprise Products. For Agreement versions 2008 and prior, as long as coverage is renewed within 30 days (90 days if renewing from Open License program), customers will be deemed to have SA coverage during any period of time between when their expiring SA coverage lapsed and when the new coverage begins.

Renewing Software Assurance Coverage for Client Access Licenses (CALs) and Client Management Licenses (MLs)

Transitioning between User and Device CALs: Customers renewing SA for CALs can switch between User and Device. This transition does not change the CAL edition (i.e. Standard to Enterprise).

Transitioning between User and OSE Client MLs: Customers renewing SA for client MLs can switch between User and OSE.

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Migration License for Discontinued or End-of-Life Products

"Qualifying License," as used here, refers to a License with SA coverage as of the date specified and for the Product identified in the product entry referencing this section.

"Migration License," as used here, refers to rights granted in the Product Entry referencing this section.

Unless stated otherwise in the Product Entry:

- Customer may upgrade to and use software under a Migration License in place of software covered by the Qualifying License. The Customer may not use software under both licenses simultaneously.
- Migration Licenses are granted on 1:1 for each of Customer's Qualifying Licenses.
- If Customer acquired perpetual rights to use software under a Qualifying License, the rights to use software acquired under the Migration License are likewise perpetual; otherwise, rights acquired under a Migration License expire when the underlying Qualifying License expires.
- Upon expiration of SA coverage on the Qualifying License, Customer may acquire SA for the same version and edition of the Product covered by the Migration License, without the need to first acquire separate new Licenses. This option does not apply to customers buying licenses under subscription programs (e.g., Enterprise Subscription Agreements or Open Value Subscription agreements).
- Customer may not transfer Migration Licenses separately from Qualifying Licenses.
- Subsequently acquired licenses for the same discontinued Product under the same enrollment term under an Enterprise or Enterprise Subscription Agreement, Open Value Subscription or Enrollment for Education Solutions, as part of Customer's scheduled true-up process are also Qualifying Licenses for purposes of the license grant. Coverage for Products under subscription agreements must be continuous.

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Software Assurance Benefits

Most SA Benefits are available across each Product Pool, as described in the table below. Active SA for any qualifying Product qualifies Customer for the benefits shown in the table below. Some benefits are awarded based on Customer's SA spend on a given set of qualifying products within a pool. For these purposes, "SA spend" is not literally Customer's actual dollars spent, but is an approximation of what Customer has spent on SA coverage for those Products under its Select or Enterprise Enrollment, Select Plus registration or Open agreement (For example, SA only purchases and the SA component of L&SA purchases). For customers under subscription programs, it is an approximation of the total dollars Customer has spent licensing those Products under its enrollment or agreement. Software Assurance Membership ("SAM") is required for some benefits. Customer's access and rights to use their SA benefits, generally expires upon expiration of their SA coverage, unless otherwise noted below or in the Product Entries. The benefits are subject to change and may be discontinued at any time without notice. Availability of benefits varies by program, region, fulfillment options and language.

Benefits	Applications Pool	Systems Pool	Server Pool
New Version Rights	X	X	X
Office Online, Office Online Server	X		
Planning Services	X		X
Enterprise Source Licensing Program		X	
Enterprise Sideload		X	
Windows Thin PC		X	
Microsoft Desktop Optimization Pack (MDOP)		X	
Windows Virtual Desktop Access (VDA)		X	
Training Vouchers	X	X	
E-Learning	X	X	X
Home Use Program	X		
24x7 Problem Resolution Support	X	X	X

Extended HotFix Support	X	X	X
Microsoft Dynamics CustomerSource			X
Step-Up License	X		X
System Center Global Service Monitor			X
Servers – Disaster Recovery Rights			X
License Mobility			X
Servers – Self Hosted Applications			X
Windows SA per User Add-on Purchase Rights		X	
Windows to Go		X	
Virtualization Rights for Windows and Windows Embedded Desktops		X	

New Version Rights

Customer may upgrade to the latest version of an available Product. If Customer acquires perpetual Licenses through SA, it may deploy new version upgrades for those Licenses after SA coverage has expired, but only to versions released during the active SA coverage. Use of the new version is subject to the License Terms for that version.

Calculating Software Assurance Benefits Points

Entitlements are calculated on a points-based system for the following benefits:

- Planning Services
- Training Vouchers
- 24x7 Problem Resolution Support (Phone) in MPSA only

Software Assurance Benefits points are calculated based on the number of qualifying licenses, applicable pools, and the points associated with qualifying products as listed in the following table. Points cannot be combined across agreements, enrollments, or Purchasing Accounts to qualify for additional points. Reduction of points as a result of returns and other billing adjustments, where allowed, may result in the loss of entitlements during the present or future entitlement periods.

Office Applications and Server Licenses	Points
Office Application Pool Products (including Office suites, Project Standard and Professional, Visio Standard and Professional), Windows Desktop Operating System Products, Microsoft Dynamics AX Task CAL, Microsoft Dynamics AX Store Server ¹ , Microsoft Dynamics AX Functional CAL ¹ , and Microsoft Dynamics 365 CAL ¹	1
Windows Server Standard (2-pack Core License), System Center Standard Server Management License (2-pack Core License)	5
Windows Server Datacenter (2-pack Core License), System Center Datacenter Server Management License (2-pack Core License)	10
SQL Server Standard edition, Windows Server Standard edition, System Center Standard Server Management License (2-processor), Visual Studio Professional with MSDN, Visual Studio Test Professional with MSDN, and Microsoft Dynamics AX Enterprise CAL	25
SQL Server Enterprise edition, SQL Server Business Intelligence, Windows Server Enterprise edition and Visual Studio Enterprise with MSDN	50
SQL Server Data Center edition, SQL Parallel Data Warehouse, Windows Server Datacenter edition, Microsoft Dynamics AX Standard Commerce Core Server, and System Center 2012 Datacenter Server Management License (2-processor)	75

Note: For SQL CALs, see the CAL Suites table in this section

¹ For Microsoft Dynamics 365 for Sales On-premises CAL and Microsoft Dynamics 365 for Customer Service On-premises CAL, 2 points are awarded

Office Online Services and Office Online Server

Users of a device licensed with the qualifying applications may access Office Online services and Office Online Server for editing documents from the Licensed Device. The Primary User of the Licensed Device may access Office Online services and Office Online Server for editing documents from any device.

Qualifying Desktop Application	Office Online rights
Office Standard Office Professional Plus Office for Mac Standard	Office Online for Office 365 Office Online Server

Users must also be licensed for SharePoint Online or OneDrive for Business plans to access Office Online service.

Planning Services

Customers (other than those purchasing through Academic Programs) with a Company-wide commitment or SAM in the Application and Server Pools are eligible for this benefit. The Planning Services benefit provides qualifying customers with pre-determined customized service offerings.

Qualified customers receive a number of Planning Services days based on the number of SA Benefit points from qualifying licenses. The number of days Customer receives for the available Planning Services offerings are combined into a pool of Planning Services days.

Office Applications and Server Licenses	Points
Office Application Pool Products (including Office suites, Project Standard and Professional, Visio Standard and Professional), Microsoft Dynamics AX Task CAL, Microsoft Dynamics AX Store Server ¹ , Microsoft Dynamics AX Functional CAL ¹ , and Microsoft Dynamics 365 CAL ¹	1
SQL Server Standard edition, Windows Server Standard edition, Microsoft Dynamics CRM Server 2013 and Microsoft Dynamics CRM Server 2015, System Center 2012 Standard Server Management License (2-processor), Visual Studio Professional with MSDN, and Visual Studio Test Professional with MSDN, and Microsoft Dynamics AX Enterprise CAL	25
SQL Server Enterprise edition, SQL Server Business Intelligence, Windows Server Enterprise edition and Visual Studio Enterprise with MSDN	50

SQL Server Data Center edition, SQL Parallel Data Warehouse, Windows Server Datacenter edition, Microsoft Dynamics AX Standard Commerce Core Server, and System Center 2012 Datacenter Server Management License (2-processor)	75
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Note: For SQL CALs, see the CAL Suites table in this section

¹ For Microsoft Dynamics 365 for Sales On-premises CAL and Microsoft Dynamics 365 for Customer Service On-premises CAL, 2 points are awarded

The total points Customer is eligible for defines the Planning Services Days entitlements as shown below:

Office Applications and/ or Server Licenses Points	200-499	→1,999	→3,999	→29,999	→49,999	→99,999	→199,999	→399,999	→599,999	600,000+
Office Planning Services Days	1	3	5	10	15	20	30	40	50	75

Core CAL Suite and SQL CAL SA coverage counts as one (1) point toward the thresholds in the first column below, Enterprise CAL Suite SA coverage counts as two (2) points toward the thresholds in the first column below:

CAL Suites	200-3,999	→9,999	→99,999	→299,999	→599,999	→600,000+
Office Planning Services Days	1	3	5	7	10	12

Customers may select from available Planning Service offerings provided by qualified Microsoft Partners or Microsoft Affiliates. A list of available services can be found at <http://www.microsoft.com/licensing/software-assurance/planning-services-overview.aspx>.

The list of available services and associated service levels may change at any time. Qualified Providers will provide customers with an outline of the available Scope of Work for each of the above service offerings. Upon request customers can also convert (and un-convert) unused Training Voucher days (see the Training Voucher benefit) at a rate of three Training Voucher days into one Planning Service Day, if they (i) are currently eligible for the Training Voucher benefit, (ii) have activated their Training Voucher benefit, and (iii) have at least 3 unclaimed training days from Training Voucher benefit available for conversion.

- Planning Services may be delivered to Customer by qualified Microsoft Partners or Microsoft Affiliates. Services provided under vouchers are provided under an agreement between Customer and the Qualified Provider Customer can view the list of Qualified Providers here: <http://directory.partners.extranet.microsoft.com/psbproviders>
- Planning Services engagements provide services that covers a pre-determined scope of work that result in a high level deployment plan; the actual deployment of the software cannot be included.
- Planning Services vouchers can only be redeemed by the customer who qualified for the benefit.
- Planning Services vouchers may not be exchanged for cash, monies or other valuable considerations.
- Reduction of qualifying SA coverage as a result of returns and other billing adjustments, where allowed, may lower Customer's Planning Services entitlement days.
- Voucher types may not be combined. Planning Services engagements must not exceed the maximum specified duration per engagement type.
- Vouchers are only valid with qualified Providers for the specific service type for which the voucher is being redeemed.
- Vouchers must be assigned during the SA coverage period.
- Vouchers will expire 180 days from the date of voucher assignment, independent of SA coverage expiration. All services must be delivered (voucher redeemed) prior to voucher expiration. Vouchers that expire prior to SA coverage expiration will return to the available Planning Services pool of days. The tables above show service days available based on a full 3-year enrollment or agreement. Customers who purchase SA coverage for one-year will receive one third of the stated number of service days. Customers who purchase SA coverage for two-years will receive two thirds of the stated number of service days.

Completed deliverables submitted by the Qualified Provider at the end of the engagement to Microsoft may be used by Microsoft for quality assurance purposes and may be shared with Customer's Microsoft account team for that purpose.

Enterprise Source Licensing Program

Customers with 10,000 or more licensed desktops with SA coverage in the systems pool may be eligible to access to Microsoft Windows source code for internal development and support. Academic programs are eligible for the Microsoft Research Source Licensing Program.

Training Vouchers

Customers (other than those purchasing through Academic Programs) with a Company-wide commitment or SAM in the application or systems Product pools are eligible for Microsoft Training Vouchers granting a specific number of training days as described below.

Program	Office System Application Pool products	Systems Pool
Open Value	2 days per 50 licenses (maximum 20 days)	1 day per 50 licenses (maximum 10 days)
SAM 1-249	2 days per 50 licenses or points	1 day per 50 licenses or points
SAM 250-2,399	20 days per eligible enrollment or Purchasing Account	10 days per eligible enrollment or Purchasing Account
SAM 2,400-5,999	30 days*	15 days*
SAM 6,000-14,999	50 days*	25 days*
SAM 15,000 – 29,999	110 days*	55 days*
SAM 30,000 – 49,999	160 days*	80 days*

SAM 50,000 – 99,999	250 days*	125 days*
SAM 100,000 – 199,999	400 days*	200 days*
SAM 200,000 – 399,999	600 days*	300 days*
SAM 400,000 – 599,999	800 days*	400 days*
SAM 600,000 +	1400 days*	700 days*

*Number of days per eligible enrollment, agreement, or Purchasing Account

- Services provided under vouchers are provided under an agreement between Customer and the qualified Microsoft Learning Partner.
- Courses delivered in an accelerated format require voucher days equivalent to the number of course days for the course delivery set in the SATV Voucher Validation and Reservation System.
- The voucher is only redeemable for days of instructor-led training with qualified Microsoft Learning Partners on approved courses. Custom courses (other than accelerated delivery of approved courses, custom courses compiled solely from approved courses or pre-approved exceptions based on systems issues or pilot programs) are not eligible for coverage by these vouchers.
- Vouchers cannot be used to cover any fees related to a customer not showing up for a reserved course.
- Vouchers may only be redeemed by the individual approved by the customer to use the voucher.
- Vouchers may not be exchanged for cash, monies or other valuable considerations.
- Vouchers must be assigned during the SA coverage period.
- Vouchers will expire 180 days from the date of voucher assignment. Vouchers that expire prior to SA coverage expiration will return to the available Training Voucher pool of days.
- One Training Voucher day is equal to the equivalent of one training session day.
- Vouchers may be used to reserve training with only one qualified Microsoft Learning Partner at a time.
- Reduction of the number of qualifying licenses for which SA is acquired as a result of returns and other billing adjustments, where allowed, may lower Customer's Training Vouchers service level eligibility.
- The table above shows training credits available based on a full 3-year enrollment or agreement. Customers who purchase SA coverage for one-year will receive one third of the stated number of training credits. Customers who purchase SA coverage for two-years will receive two thirds of the stated number of training credits.

E-Learning

This benefit varies by Applications, Systems, and Servers. Eligible customers will receive one access code (for Applications, Systems, and/or Servers) per qualifying enrollment/agreement. Customers with qualifying Server Products are eligible to use hosted E-Learning Server courses but not SCORM-compliant content. Customers with Office 365 Pro Plus are eligible to use hosted Office 365 related E-Learning courses only (SCORM-compliant content is not eligible).

The maximum number of users for which a Customer may use the E-Learning training is equal to the number of licensed copies of qualifying products that Customer has enrolled in SA. Customers must designate one user for each qualifying license. Access cannot be transferred from one user to another.

Home Use Program

Customer's employees, who are users of the licensed qualifying applications identified in the table below may acquire a single License for the corresponding Home Use Program software, to be installed on one device (either a PC or a Mac, specific to the software that is purchased). Academic Select (without SAM), Academic Select Plus (without SAM), and Academic Open programs are not eligible for this benefit.

Home Use Licenses expire with termination of employment, termination or expiration of SA coverage for the copy of the corresponding desktop application that employee uses at work, if the employee is no longer a user of the licensed copy of the software, or upon the employee's installation and use of any prior or later version of that desktop application pursuant to a Home Use Program license.

The terms of use for the Home Use Program software are between Microsoft and Customer's employee and are accessed through the Home Use Program website.

Microsoft assumes no responsibility for compliance with any employment-benefit, tax or reporting obligation that either Customer or its employees may have.

Qualifying Desktop Application	Corresponding Home Use Program License
Office Standard 2010/2013/2016 Office Professional Plus 2010/2013/2016 Office for Mac Standard 2011/Office 2016 for Mac Standard	Office Professional Plus 2016 HUP and Office 2016 for Mac Home & Business with Lync DL HUP
Access 2010/2013/2016 Excel 2010/2013/2016 PowerPoint 2010/2013/2016 InfoPath 2010/2013/2016 Lync 2010/2013/2015 OneNote 2010/2013/2016 Outlook 2010/2013/2016 Publisher 2010/2013/2016 Skype for Business 2015	Office Professional Plus 2016 HUP and Office 2016 for Mac Home & Business with Lync DL HUP

Word 2010/2013/2016	
Visio Standard 2010/2013 /2016 Visio Professional 2010/2013/2016	Visio Professional 2016 HUP
Project Standard 2010/2013/2016 Project Professional 2010/2013/2016	Project Professional 2016 HUP

For more information, including information on the future availability of additional Home Use Program software, refer to <http://www.microsoft.com/licensing>.

Microsoft may terminate a customer's participation in the Home Use Program, immediately and without notice, in connection with unauthorized access to or licensing through the Home Use Program website in connection with that customer's program code.

24x7 Problem Resolution Support

Customers (other than those purchasing through Academic Programs) with SA coverage are eligible for 24x7 Problem Resolution Support.

24x7 Problem Resolution Support provides assistance for problems with specific symptoms encountered while using Microsoft products. Microsoft will make reasonable efforts to assist Customer with support requests in a manner consistent with Microsoft Product Support policies. Microsoft reserves the right to refuse unreasonable requests for support services, and may refer Customers to an additional service level agreement which may require an additional charge.

Products that are currently in Mainstream Support as set forth in Microsoft's Support Lifecycle Policy are eligible for 24x7 Problem Resolution Support. Microsoft can add support for new Products or discontinue support for existing Products. Microsoft will notify Customer if Customer's implementation of Microsoft products cannot be supported. If Customer does not modify the implementation to make it effectively supportable within 30 days after the notice, Microsoft will not be obligated to provide additional support services for that implementation.

An assisted break-fix support request, also known as an incident, is defined as a single support issue and the reasonable effort needed to resolve it. A single support issue is a problem that cannot be broken down into subordinate issues. If a problem consists of subordinate issues, each shall be considered a separate incident. In certain situations, Microsoft may provide a modification to the commercially available Microsoft Product software code to address specific critical problems ("Hotfix(es)") in response to an assisted break-fix support request. Hotfixes are designed to address Customer's specific problems and are not regression tested.

Phone Support Incident Awards for all programs except MPSA

The number of permitted phone support incidents varies by customer based upon their SA spend and payment option. SA-spend-based incidents are earned based on server and desktop SA spend under a qualifying Select or Enterprise enrollment, Select Plus registration, Open Value Agreement or Open License Authorization number. Microsoft will award one incident for each Server SA or CAL SA spend of at least \$20,000. Microsoft will award one incident for each Systems Pool or Applications Pool SA spend of at least \$200,000. The table below shows the approximate currency equivalents for SA-spend-based awards for agreements based in currencies other than USD. Due to the fluctuation of exchange rates, this table is subject to change.

Currency Name	Currency Code	Server / CAL - Incident Award Increments	TW / Client - Incident Award Increments
US Dollar	USD	\$20,000	\$200,000
Australian Dollar	AUD	30,000	300,000
Canadian Dollar	CAD	27,000	270,000
Swiss Franc	CHF	S Fr. 33,000	S Fr. 330,000
China Renminbi	CNY	CRC 165,000	CRC 1,650,000
Danish Krone	DKK	kr 160,000	kr 1,600,000
EURO	EUR	21,500	215,000
UK Pound	GBP	£13,500	£135,000
Japanese Yen	JPY	JPY 2,400,000	JPY 24,000,000
Korean Won	KRW	KWD 24,000,000	KWD 240,000,000
Norwegian Krone	NOK	kr 165,000	kr 1,650,000
New Zealand Dollar	NZD	35,000	350,000
Swedish Krona	SEK	kr 200,000	kr 2,000,000
New Taiwan Dollar	TWD	NTD 700,000	NTD 7,000,000
India Rupee	INR	INR 1,000,000	INR 10,000,000
Russian Ruble	RUB	RUB 660,000	RUB 6,600,000

Phone Support Incidents that have not been used will expire at the expiration of SA coverage. Phone Support Incidents may not be transferred between enrollments or agreements.

Access to local phone support is available during business hours found on the website <http://support.microsoft.com/gp/saphone>. After-hours phone support may be provided through regional and international support centers. After-hours phone support can only be used to initiate

business critical support requests. Business hours are determined on a region-by-region basis. Phone support assistance is not available in all languages in all regions.

Phone Support Incidents Awards for MPSA

The number of permitted phone support incidents varies based upon Customer's SA benefits points earned. If Customer has SA coverage on at least one qualifying Server software Product, Customer is entitled to a complimentary incident. The number of phone support incidents to which Customer is entitled is based on the total calculated points earned through Customer's Purchasing Account, as shown below (refer to the 'Calculating Software Assurance Benefits Points' section of this document for details of how SA Benefits points are calculated):

Pool	Points per phone support incident
Applications and Systems (combined)	2,000
Server	400
CAL	400

Incidents are entitled over the term of the SA coverage and are available for use from the start of Customer's SA coverage, regardless of whether or not Customer has chosen to spread payments. Purchases made after the initial order will trigger recalculation of the incidents awarded and the annual allotment. Phone Support Incidents that have not been used will expire at the expiration of SA coverage. Phone Support Incidents may not be transferred between Purchasing Accounts.

Access to local phone support is available during business hours found on the website <http://support.microsoft.com/gp/saphone>. After-hours phone support may be provided through regional and international support centers. After-hours phone support can only be used to initiate business critical support requests. Business hours are determined on a region-by-region basis. Phone support assistance is not available in all languages in all regions.

Web-Based Incidents

Customers (other than Academic Select License, Select Plus for Academic, Academic Open License, Campus and School Agreement, Open Value Subscription – Education Solutions, and Open License) with Standard, Enterprise and Datacenter Editions of server software covered with SA have access to electronic web-based Problem Resolution Support services on an as needed basis. Access to the electronic support sites is available 24 hours per day, 7 days a week, though responses will occur during Business Hours. Incidents initiated via the Web then converted to phone resolution by Customer will count against the available phone incident balance upon resolution. Incidents initiated via the Web then followed up via phone by Microsoft will not count against the available phone incident balance if resolution continues on Web, email and other electronic means.

SA is required for both server software and related CALs for Web Support incidents. Customers may only submit web-based Problem Resolution Support requests on those licensed copies of server software covered with SA.

Support Contacts

The number of permitted support contacts varies by Volume Licensing program and number of licenses covered under SA, as shown below. Contacts must be named individuals and can include individuals from outside Customer's organization. However, an organization, department or group name may not be listed as a contact.

Benefits	OL	OV	S/S+: EA Level A	S/S+: EA Level B	S/S+: EA Level C & MPSA	S/S+: EA Level D
# of Problem Resolution Phone Support Contacts	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
# of Authorized Web Support Contacts	NA	1	2	3	8	16

Service Level for Software Assurance Customers

Estimated response times by severity level and Customer's responsibilities are defined in the following table:

Severity	Situation	Microsoft's Expected Response	Customer's Expected Response
A. Submission via phone	Critical business impact: Customer's business has significant loss or degradation of services	1st call response in 2 hours or less based on support offering Microsoft Resources at Customer site as required.	Allocation of appropriate resources to sustain continuous effort on a 24x7 basis Rapid access and response from change control authority Management notification
B. Submission via phone	Moderate business impact: Customer's business has moderate loss or degradation of services but work can reasonably continue in an impaired manner.	1st call response in 4 hours or less based on support offering Effort during Business Hours only	Allocation of appropriate resources to sustain Business Hours continuous effort Access and response from change control authority within 4 Business Hours
C. Submission via phone or web	Minimum business impact: Customer's business is substantially	1st response in one business day or less based on support offering	Accurate contact information on case owner

	functioning with minor or no impediments of services.	Effort during Business Hours only	Responsive within one business day.
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1 Contact Microsoft representative for local business hours.

2 Microsoft may need to downgrade the severity level if Customer is not able to provide adequate resources or responses to enable Microsoft to continue with problem resolution efforts.

Conversion of Software Assurance 24x7 Problem Resolution Support Incidents to Premier Support Services

With the exception of MPSA, Customers may convert SA 24x7 Problem Resolution Support Incidents (SA PRS Incidents, or "SAB") to Premier Problem Resolution Support (PRS) hours or Dedicated Support Engineer (DSE) hours (applicable for reactive support activities only).

These services are for use consistent with their Premier Service plan at the time of transfer. The conversion is based on a local rate calculation that will be provided by their Premier Account Team. Customers may be required to purchase additional Support Account Management hours before converting SA PRS incidents. SA PRS incidents that are converted to Premier are considered Premier Problem Resolution Support hours and are subject to the Premier Services Description. Once converted, incidents cannot be returned to Customer's SA allowance.

Additional Business Provisions

SA spend may not be combined across Select or Enterprise enrollments, Select Plus registrations, Purchasing Accounts, or Open Value Agreements to qualify for additional awards. Spending within each enrollment, agreement, or Purchasing Accounts will be used to determine the award for that enrollment, agreement, or Purchasing Accounts.

Reduction of SA Spend as a result of returns and other billing adjustments, where allowed, may result in the loss of Support eligibility or Phone incident awards during the present or future award periods.

SCE Eligibility

Customers who have an SCE with a minimum annual average SA spend of \$250,000 on total of qualifying products in either the Application Platform or the CIS Suite and who have an active Premier Services Agreement are eligible for Unlimited 24x7 Problem Resolution Support (PRS) incidents. The two eligible SCE components qualify separately for Unlimited 24x7 Problem Resolution Support. Products listed below, that are currently in Mainstream or Extended Support as set forth in Microsoft's Support Lifecycle Policy in line with a Customer's Premier contract, are included in this benefit.

The qualifying Application Platform Products are:

- SQL Server (Standard, Standard Core, Enterprise Core, Business Intelligence and Parallel Data Warehouse and CALs)
- BizTalk Server (Standard, Enterprise, and Branch)
- Office SharePoint Server

The qualifying products from the Core Infrastructure Component are:

- CIS Suite Datacenter (Windows Server Datacenter and System Center Datacenter)
- CIS Suite Standard (Windows Server Standard and System Center Standard)

The table below lists the SA spend threshold conversions for agreements based in currencies other than USD. Due to the fluctuation of exchange rates, this table is subject to change without notice.

Currency	Currency Code	Minimum Annual Average SA spend to qualify for Unlimited 24x7 PRS
US Dollar	USD	250,000
Australian Dollar	AUD	375,000
Canadian Dollar	CAD	337,500
Swiss Franc	CHF	412,500
China Renminbi	CNY	2,062,500
Danish Krone	DKK	2,000,000
EURO	EUR	268,750
UK Pound	GBP	168,750
Japanese Yen	JPY	30,000,000
Korean Won	KRW	300,000,000
Norwegian Krone	NOK	2,062,500
New Zealand Dollar	NZD	437,500
Swedish Krona	SEK	2,500,000
New Taiwan Dollar	TWD	8,750,000
India Rupee	INR	12,500,000
Russian Ruble	RUB	8,250,000

When committed annual average SA spend on qualifying Application Platform and/or Core Infrastructure products eligible for Unlimited 24x7 PRS is higher than \$250,000, Microsoft will not award incidents based on actual SA spend on these products. If Customer becomes eligible for

Unlimited 24x7 PRS midstream, any incident previously awarded based on SA spend and not consumed will be subtracted from Customer's balance. Unlimited 24x7 PRS incidents cannot be converted to Premier Problem Resolution Support hours or incidents.

Parallel Data Warehouse Eligibility

Customers who acquire licenses for SQL Server Enterprise Edition, deploy Parallel Data Warehouse ("PDW") and have an active Premier Services Agreement are eligible for Unlimited 24x7 PRS incidents, regardless of being enrolled in an SCE or their SCE spend.

While all qualifying customers will receive an unlimited number of 24x7 PRS incidents, the number of permitted support contacts to manage Unlimited 24x7 PRS does vary by size of the SA spend. All eligible customers are entitled to at least four authorized contacts plus one additional contact per every additional \$125,000 of SA spend under their SCE or VL program (s) under which they purchased licenses for SQL Server Enterprise Edition, deploy PDW. For agreements in foreign currencies, eligible customers are entitled to at least four authorized contacts plus one additional contact for each incremental SA spend amount equivalent to \$125,000 of annual average SA spend in the applicable foreign currency. See table below:

The following table applies to customers who have an SCE or have licenses for PDW:

Annual Average SA spend	Permitted support contacts
\$250,000 - \$374,999	4
\$375,000 - \$499,999	5
\$500,000 - \$624,999	6
\$625,000 - \$749,999	7
\$750,000 - \$874,999	8

The number of permitted support contacts for MPSA is 8 regardless of SA spend. The Unlimited 24x7 PRS benefit only includes Problem Resolution Services. Any time spent by the Technical Account Manager (TAM) or the Designated Support Engineer (DSE) on the resolution of the incident will be accounted for under Customer's Premier Services Agreement.

Note: Customers currently licensed for PDW maintain this benefit as detailed in the [June 2016 Product Terms](#).

Extended HotFix Support

Extended Hotfix Support is available to customers who have signed a Premier or Essential Support agreement and have purchased SA under the following programs:

- Customers (other than those purchasing through Academic Programs) with SAM coverage for Applications Pool qualify for Extended Hotfix Support for Application pool products.
- Customers (other than those purchasing through Academic Programs) with SAM coverage for Systems pool qualify for Extended Hotfix Support for Windows desktop operating system and/or Windows Embedded operating system (with SAM coverage on a Windows Embedded product).
- Customers (other than those purchasing through Academic Programs) with SA on at least one server product qualify for Extended Hotfix Support for Server products. The following server products are covered: Microsoft Exchange Server, Microsoft SQL Server, System Center, and Windows Server.

Extended Hotfix Support is a benefit for older software versions that have transitioned from Mainstream to Extended Support. For customers who have signed a Premier or Essential Support agreement, the annual fees for an Extended Support contract are waived. Customers are still responsible for the fees for individual Hotfixes.

Step-Up License Availability

The Step-Up License must be acquired, and is valid only when acquired, under the same volume licensing agreement and enrollment (if any), under which SA coverage for the qualifying product was acquired. Customer's right to the use of software under a Step-Up License is conditioned on their having and retaining a License for the qualifying product. Customers' perpetual rights under the Step-Up License supersede and replace the underlying License for the qualifying product. For more details, refer to the Enterprise Edition [Step-Up License](#) Volume Licensing Brief:

<http://www.microsoft.com/licensing>

Step Up From	Step Up To
BizTalk Server Branch	BizTalk Server Standard
BizTalk Server Branch	BizTalk Server Enterprise
BizTalk Server Standard	BizTalk Server Enterprise
Core CAL Suite	Enterprise CAL Suite
Core Infrastructure Server Suite Standard	Core Infrastructure Server Suite Datacenter
Desktop Education w/ Core CAL	Desktop Education w/ Enterprise CAL Suite
Desktop School w/ Core CAL	Desktop School w/ Enterprise CAL Suite
Exchange Server Standard	Exchange Server Enterprise
Forefront TMG Standard	Forefront TMG Enterprise
Microsoft Dynamics 365 for Team Members On-premises CAL	Microsoft Dynamics 365 for Sales On-premises CAL
Microsoft Dynamics 365 for Team Members On-premises CAL	Microsoft Dynamics 365 for Customer Service On-premises CAL
Office Standard	Office Professional Plus

Professional Desktop	Enterprise Desktop
Project Standard	Project Professional
SQL Parallel Data Warehouse Core	SQL Server Enterprise Core
SQL Server Standard Core	SQL Server Enterprise Core
SQL Server Standard	SQL Server Business Intelligence
System Center Standard	System Center Datacenter
Visio Standard	Visio Professional
Visual Studio Professional with MSDN	Visual Studio Enterprise with MSDN
Visual Studio Test Professional with MSDN	Visual Studio Enterprise with MSDN
Windows Server Standard	Windows Server Datacenter

Servers – Disaster Recovery Rights

For each Instance of eligible server software Customer runs in a Physical OSE or Virtual OSE on a Licensed Server, it may temporarily run a backup Instance in a Physical OSE or Virtual OSE on either, another one of its Servers dedicated to disaster recovery, or, for Instances of eligible software other than Windows Server, on Microsoft Azure Services, provided the backup Instance is managed by Azure Site Recovery to Azure. The License Terms for the software and the following limitations apply to Customer's use of the backup Instance.

The backup Instance can run only during the following exception periods:

- For brief periods of disaster recovery testing within one week every 90 days;
- During a disaster, while the production Server being recovered is down; and
- Around the time of a disaster, for a brief period, to assist in the transfer between the primary production server and the disaster recovery Server.

In order to use the software under disaster recovery rights, Customer must comply with the following terms:

- The OSE on the disaster recovery Server must not be running at any other times except as above.
- The OSE on the disaster recovery Server may not be in the same cluster as the production Server.
- Other than backup instances run on Microsoft Azure Services, Windows Server License is not required for the disaster recovery Server if the following conditions are met:
 - The Hyper-V role within Windows Server is used to replicate Virtual OSEs from the production Server at a primary site to a disaster recovery Server.
 - The disaster recovery Server may be used only to
 - run hardware virtualization software, such as Hyper-V,
 - provide hardware virtualization services,
 - run software agents to manage the hardware virtualization software,
 - serve as a destination for replication,
 - receive replicated Virtual OSEs, test failover,
 - await failover of the Virtual OSEs, and
 - run disaster recovery workloads as described above.
 - The disaster recovery Server may not be used as a production Server.
- Use of the software backup Instance should comply with the License Terms for the software.
- Once the disaster recovery process is complete and the production Server is recovered, the backup Instance must not be running at any other times except those times allowed here.
- Maintain SA coverage for all CALs, External Connector licenses and Server Management Licenses under which it accesses the backup instance and manage the OSEs in which that software runs.
- Customer's right to run the backup Instances ends when Customer's Software Assurance coverage ends.

License Mobility

License Mobility Across Server Farms

Under License Mobility Across Server Farms, Customer may reassign any of its Licenses which are designated as having License Mobility and for which it has SA to any of its Licensed Servers located within the same Server Farm as often as needed. Customer may also reassign these Licenses from one Server Farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment). Products used for Self-Hosting may be used at the same time under License Mobility Across Server Farms rights.

License Mobility through Software Assurance

Under License Mobility Through Software Assurance (SA), Customer may move its licensed software to shared servers under any of its Licenses which are designated as having License Mobility for which it has SA, subject to the requirements below. Products used for Self-Hosting may be used at the same time under License Mobility through SA rights, subject to the limitations of the Self-Hosting License Terms.

Permitted Use:

With License Mobility through SA, Customer may:

- Run its licensed software on shared servers;

- Access that software under access licenses and for which it has SA, and under its User and Device SLs that permit access to the Products;
- Manage its OSEs that it uses on shared servers; and/or
- Manage its OSEs that it uses on its servers using software that it runs on shared servers.

Requirements:

To use License Mobility through SA, Customer must:

- Run its licensed software and manage its OSEs on shared servers under the terms of its volume licensing agreement;
- Deploy its Licenses only with Microsoft Azure Platform Services or qualified License Mobility through Software Assurance Partner; and
- Complete and submit the License Mobility Validation form with each License Mobility through Software Assurance Partner who will run its licensed software on their shared servers.

Customer may move its licensed software from shared servers back to its Licensed Servers or to another party's shared servers, but not on a short term basis (not within 90 days of the last assignment). Customer may also move Instances run or OSEs managed under a particular License from shared servers in one Server Farm to its shared servers in another Server Farm, but not on a short-term basis (not within 90 days of the last assignment). OSEs managed under the same License must be in the same Server Farm. Customer agrees that it will be responsible for third parties' actions with regard to software deployed and managed on its behalf. Except as provided below, the License Terms applicable to the Product together with the License Mobility through SA terms govern its use. The License Mobility through SA terms supersede any conflicting License terms for a Product when License Mobility through SA is used. Some Products, as outlined below, have different use rights for shared servers under License Mobility through SA:

License Model	Product/Product Type	License	Permitted Number of: OSEs or Cores per License
Per Core/CAL	External Connector Licenses	Each External Connector License with active SA coverage	1 OSE per license
Server/CAL	SQL Server	Each Server License with active SA coverage	1 OSE per license
Per-Core	All eligible Products	Each Core License with active SA coverage	One virtual core (subject to the product use rights including the requirement of a minimum of 4 cores per OSE)
Management Servers	System Center 2012 R2 Standard	Each Management License with active SA coverage	2 Managed OSEs per Licensed Server
Management Servers	System Center 2012 R2 Datacenter	Each Management License with active SA coverage	10 Managed OSEs per Licensed Server

Fail-over Rights

For Products that are also granted Fail-Over Rights, Customer may run passive fail-over Instances on the qualifying shared servers in anticipation of a fail-over event. The number of licenses that otherwise would be required to run the passive fail-over Instances must not exceed the number of licenses required to run the corresponding production Instances on the same partner's shared servers.

Servers – Self Hosted Applications

Self-Hosted Applications means those Products for which Self-Hosted rights apply.

Despite any terms to the contrary in Customer's volume licensing agreement including the Product Terms, Customer may run licensed copies of Self-Hosted Applications that interact directly or indirectly with its software to create a unified solution ("Unified Solution") and permit third parties to use it, subject to the terms below.

Requirements

Customer must have the required Microsoft Licenses and SA for:

- the Self-Hosted Applications run as part of the Unified Solution; and
- all access Licenses used to make the Unified Solution available to External Users.

All Microsoft software used to create and deliver the Unified Solution must be:

- licensed through a Volume Licensing program; and
- eligible for Self Hosting under these License Terms.

If Customer delivers the Unified Solution from shared servers, Customer may not use Windows Server (nor Remote Desktop Services External Connector License or any other Windows Server access license) as a Self-Hosted Application. Instead, Customer must use Windows Server software licensed through a License Mobility through Software Assurance Partner or Customer's Services Provider Licensing Agreement, or under another Microsoft Volume Licensing offering permitting use on shared servers. Other Products used in a Unified Solution delivered from shared servers must have License Mobility through Software Assurance.

Customer's software must:

1. add significant and primary functionality to the Self-Hosted Applications that are part of the Unified Solution (dashboards, HTML editors, utilities, and similar technologies alone are not a primary service and/or application of a Unified Solution);
2. be the principal service and/or application of the Unified Solution, and must not allow direct access to the Self-Hosted Applications by any end user of the Unified Solution;
3. be delivered to end users over the Internet, a telephone network, or a private network from servers under the day to day control of Customer or a third party other than the end user of the Unified Solution (the Unified Solution may not be loaded onto the end user's device); and
4. be owned, not licensed, by it, except that its software may include non-substantive third party software that is embedded in, or operates in support of, its software.

All use of the Self-Hosted Applications remains governed by the License Terms for those products. Customer may not transfer Licenses acquired under its volume licensing agreement except as permitted in that agreement.

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Appendix C – Professional Services

The Professional Services available through Microsoft Volume Licensing are described below.

Microsoft Premier Support Offerings

Area	Premier Core	Premier Foundation	Premier Standard	Premier Plus
Support Account Management	X	X	X	X
Account Profiling & Reporting	Monthly	Monthly	Monthly	Monthly
Support Assistance (Hours annually allocated)	Up to 10 hours	Up to 10 hours +1 Health Check +1 Workshop	Up to 120 hours	Up to 160 hours
Problem Resolution Support (PRS) (annually allocated)	Up to 40 hours	Up to 30 hours	Up to 80 hours	Up to 140 hours
24X7 Critical Situation Escalation Management (Severity Level 1)	X	X	X	X
Rapid Onsite Support	X	X	X	X
Proactive Information Services	X	X	X	X
Microsoft Premier Online	X	X	X	X
Add-on Hours	Packs of 20	Packs 20	Packs of 20	Packs of 20

¹Business Hours are defined locally.

Severity	Situation	Microsoft's Expected Response	Customer's Expected Response
1. Submission via phone only	Catastrophic business impact: Complete loss of a core (mission critical) business process and work cannot reasonably continue Needs immediate attention	1st call response in 1 hour or less Microsoft's Resources at customer site as soon as possible. Continuous effort on a 24x7 basis Rapid Escalation within Microsoft to Product teams Notification of Microsoft's Senior Executives	Notification of Customer Senior executives Allocation of appropriate resources to sustain continuous effort on a 24x7 basis ² Rapid access and response from change control authority
A. Submission via phone only	Critical business impact: Significant loss or degradation of services Needs attention within 1hour	1st call response in 1 hour or less Microsoft's Resources at Customer site as required. Continuous effort on a 24x7 basis Notification of Microsoft's Senior Managers	Allocation of appropriate resources to sustain continuous effort on a 24x7 basis ² Rapid access and response from change control authority Management notification
B. Submission via phone or web	Moderate business impact: Moderate loss or degradation of services but work can reasonably continue in an impaired manner. Needs attention within 2 Business Hours ¹	1st call response in 2 hours or less Effort during Business Hours ² only	Allocation of appropriate resources to sustain Business Hours ¹ continuous effort Access and response from change control authority within 4 Business Hours ¹
C. Submission via phone or web	Minimum business impact: Substantially functioning with minor or no impediments of services. Needs attention within 4 Business Hours ¹	1st call response in 4 hours or less Effort during Business Hours ² only	Accurate contact information on case owner Responsive within 24 hours

¹Business Hours are defined locally.

²Microsoft may need to downgrade the severity level if Customer is not able to provide adequate resources or responses to enable Microsoft to continue with problem resolution efforts.

Associated Business Rules

All Professional Services provide support for commercially released, generally available Microsoft Products (unless specifically excluded on the Microsoft Premier On-Line Web site or the Microsoft Support Lifecycle Web site). Professional Services will generally be charged on an hourly basis, provided remotely, and in English (unless another language is available). Professional Services will be provided in the country in which the VL agreement is signed. On-Site visits are not pre-paid and are subject to resource availability. All Professional Services not consumed on an annual basis will be forfeited. Upon Customer request, Microsoft may access Customer's system via remote dial-in to analyze problems.

Microsoft Digital Advisory Services Offerings

The Digital Advisory Services offerings contain the following components which will be provided for each year of the Customer's Enterprise Agreement:

Area	Enterprise Strategy Connect	Enterprise Strategy Foundation	Enterprise Strategy Portfolio
SKU Product Family	9TH-xxxx	8A3-xxxx	9RO-xxxx

Service Delivery	Up to 400 hours in aggregate of a Microsoft Digital Advisor and the Enterprise Service Delivery Team	Up to 800 hours in aggregate of a Microsoft Digital Advisor and the Enterprise Service Delivery Team	Up to 1600 hours in aggregate of a Microsoft Digital Advisor and the Enterprise Service Delivery Team
Services Delivery Plan (SDP)			
Digital Advisory Network			
Digital Advisory Services Library			
Digital Advisory Capacity (SKU Product Family: 9RS-xxxx)	200 hours of Digital Advisor (can be added to any engagement)		

Digital Advisory Service Modules

The Digital Advisory engagement includes one or more Digital Advisory service modules, as documented in the Service Delivery Plan.

Services Out of Scope

The Professional Services in a Digital Advisory engagement do not include problem resolution or break fix support, review of non-Microsoft source code, or technical or architectural consultation beyond the deliverables as described in a Services Delivery Plan. For any non-Microsoft source code, Microsoft's Professional Services will be limited to analysis of binary data only, such as a process dump or network monitor trace.

Customer Responsibilities

Customer agrees to cooperate with Microsoft as part of the Digital Advisory engagement, including but not limited to making Customer's representatives, IT staff, and resources available to Microsoft, providing accurate and complete information, and timely completing responsibilities assigned to Customer by Microsoft. Where onsite visits of Microsoft Consultants are mutually agreed and not pre-paid, Customer is responsible for reasonable travel and living expenses.

Sales Productivity Accelerator Offerings

Sales Productivity Accelerator Overview

The Sales Productivity Accelerator is a service provided by Microsoft Services over the course of a four (4)-week-term to deliver a fixed-scope implementation of Microsoft Dynamics 365.

The Sales Productivity Accelerator includes the following deliverables:

- **Service Delivery Plan:** created by a Microsoft Consultant to meet the customer's business goals and objectives.
- **Workshops:** will devote up to a total of sixteen (16) hours for workshops:
 - Up to two (2) discovery workshops, to explore and define key use cases and business requirements, as provided by Customer, to configuration settings;
 - Up to four (4) design review workshops during the Build phase.
- **Reporting:** One (1) native Microsoft Dynamics 365 dashboard with up to four (4) native components and two (2) Excel Power View Reports using Power BI Pro5 configured for up to two (2). The reports display up to two (2) interactive charts per entity with data sourced from Microsoft Dynamics 365.
- **Configuration:** Microsoft Dynamics 365 will be configured to support up to a total of ten (10) users. During this time, Microsoft will devote up to sixty-four (64) hours to configure the lead thru opportunity processes, 3 security roles, 3 persona's leveraging out of the box security roles, SharePoint and Yammer integration with Microsoft Dynamics 365.
- **Testing:** will devote up to twenty-six (26) hours devoted to up to two (2) tests (e.g., System Test & UAT).
- **Training and Knowledge Transfer:** Provide one (1) product-oriented training for Customer's users, for up to a total of four (4) hours.
- **Deployment Support:** Provide up to forty (40) hours of deployment and go-live support (week 4) subject to the pre-determined project scope and requirements.

Customer Responsibilities

Customer agrees to cooperate with Microsoft as part of the Sales Productivity Accelerator service, including but not limited to making Customer's representatives, IT staff, and resources available to Microsoft, providing accurate and complete information, and timely completing responsibilities assigned to Customer by Microsoft. Where onsite visits of Microsoft Consultants are mutually agreed and not pre-paid, Customer is responsible for reasonable travel and living expenses.

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Appendix D – Program Agreement Supplemental Terms

The terms and conditions below apply to Customer's volume licensing agreement, as noted.

Supplemental Terms for Select Plus Program

Select Plus requires a minimum order quantity of 500 points per pool during the first year. This order quantity requirement may be waived if a Qualified Contract is supplied.

Price Levels in Select Plus

Customer's prices are based upon agreement between Customer and Customer's reseller. However, Microsoft provides reseller with the following price and point criteria to help guide reseller to end customer pricing:

Select Plus Price Level-Commercial	Annual Point Minimums per Pool
A	500
B	4,000
C	10,000
D	25,000

Definition of Management for Qualified Devices

If Customer's volume licensing agreement refers to the Product Terms, the Product List, or the PUR for defining managed Qualified Devices, the following terms apply. Customer "manages" any device on which it directly or indirectly controls one or more operating system environments. For example, Customer manages any device:

- it allows to join its domain, or
- it authenticates as a requirement to use applications while on its premises, or
- it installs agents on (e.g., anti-virus, antimalware or other agents mandated by the Customer's policy), or
- to which it directly or indirectly applies and enforces group policies, or
- on which it solicits or receives data about, and, configures, or gives instructions to hardware or software that is directly or indirectly associated with an operating system environment, or
- it allows to access a virtual desktop infrastructure (VDI) outside of Windows SA, Microsoft Intune (Device) or Windows Virtual Desktop Access Roaming Rights.

A device that accesses a VDI under Roaming Rights only or utilizes Windows To Go on a Qualifying Third Party Device off the Customer's premises only, and is not managed for other purposes as described here, is not considered "managed" for purposes of this definition.

Online Services in the Open Programs

Under the Open License, Open Value, and Open Value Subscription programs, the subscription period for Online Services starts at the time of product key activation and not the time of order. Once the product key is activated, Microsoft will not accept return requests submitted by Microsoft's partners.

Customer qualifies for the Open Value program with a minimum purchase of 5 licenses. Online Services User Subscription Licenses (User SLs) can be counted toward the minimum quantity of 5 licenses. However, 5 User SLs alone does not meet the minimum for Open Value Organization Wide and Open Value Subscription. For OV Organization Wide and OV Subscription the initial order must include a minimum of 5 Desktop Platform or Desktop Component Licenses in addition to any User SLs.

Supplemental Terms for Professional Services – Legacy Agreements

Customer's right to use of any consulting and support services Microsoft performs ("Professional Services") purchased from the Product Terms are governed by (1) customer's volume licensing agreement, and (2) any master-level Microsoft Services agreement customer may have in place at the time of purchase. In the event of a conflict, the most current Professional Services agreement controls. If Customer's master agreement for volume licensing is a Microsoft Business Agreement version dated prior to September, 2007 or otherwise does not include terms for Professional Services, and Customer has not signed any other master-level Microsoft Services agreement, the following supplemental terms apply to any Professional Services purchased and used by Customer.

Use, Ownership, and License Rights

Fixes

If Microsoft provides Product Fixes, modifications or enhancements, or their derivatives, either released generally (such as Product service packs) or to address a specific issue for Customer (collectively, "Fixes"), such Fixes are licensed under the same terms as the Product to which it applies. If the Fixes are not provided for a specific product, any use terms Microsoft provides with the Fixes will apply

Pre-Existing Work

All rights in any computer code or non-code based written materials developed or otherwise obtained independent of the Professional Services provided to Customer ("Pre-Existing Work") shall remain the sole property of the party providing it. Each party may use, reproduce and modify the other party's Pre-Existing Work only as needed to perform obligations related to Professional Services.

Except as may be otherwise expressly agreed by the parties in writing, upon payment in full Microsoft grants Customer a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify (if applicable) any Microsoft Pre-existing Work provided as part of a Services Deliverable, solely in the form delivered to Customer, and solely for Customer's internal business purposes. The license to Microsoft's Pre-Existing Work is conditioned upon Customer's compliance with the terms of Customer's volume licensing agreement.

Services Deliverables

Any computer code or materials other than Products or Fixes that Microsoft leaves with Customer at the conclusion of Microsoft's performance of Professional Services are considered Services Deliverables. Upon payment in full for the Professional Services, Microsoft grants Customer a non-exclusive, non-transferable, perpetual license to reproduce, use, and modify the Services Deliverables solely for Customer's internal business purposes, subject to the terms and conditions governing the Professional Services and Customer's volume licensing agreement.

Use of technical information from Professional Services

Microsoft may use any technical information it derives from providing Professional Services for problem resolution, troubleshooting, product functionality enhancements, in Fixes, and for Microsoft's knowledge base. Microsoft agrees not to identify Customer or disclose any of Customer's Confidential Information as part of such use.

Open Source License Restrictions

Customer must not install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property to obligations beyond those included in these Professional Services terms or Customer's volume licensing agreement.

Affiliates' Rights

Customer may sublicense the rights to use Services Deliverables to its Affiliates, but Customer's Affiliates may not sub-license these rights. Customer is liable for ensuring its Affiliates' compliance with these Professional Services terms and Customer's volume licensing agreement.

Warranties and Limitations of Liability**Warranty for Professional Services**

Microsoft warrants that it will perform the Professional Services with professional care and skill. If Microsoft fails to do so and Customer notifies Microsoft within 90 days of the date the Professional Services were performed, then Microsoft will, as the sole remedy for the breach of the warranty, either re-perform the Professional Services or return the price Customer paid for them. **Except for the limited warranty above, Microsoft provides no other warranties or conditions and disclaims any other express, implied or statutory warranties, including warranties of quality, title, non-infringement, merchantability and fitness for a particular purpose.**

Limitation of Liability

Microsoft's liability for direct damages will be limited to the amounts Customer was required to pay for the Professional Services. In the case of services provided free of charge, or code Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages up to U.S. \$5,000. **In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, including loss of use, loss of profits, or interruption of business, however caused or on any theory of liability in relation to the Professional Services. No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations; or (2) violation of the other party's intellectual property rights.**

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Appendix E – Promotions

Azure Compute Capacity Promotion

From November 1, 2015 to March 31, 2017, the Azure Compute Capacity promo offers discounts on A, D, and G Series Compute instances as non-coterminous 12 month subscriptions.

New Customer Azure Monetary Commitment Offer

A new or renewing Enterprise Agreement or Campus and School Agreement customer who purchases at least 21 Azure Monetary Commitment units per month between November 1, 2016 and June 30, 2017 will be eligible to receive a one-time Azure Monetary Commitment credit equal to up to 25% of the Azure Monetary Commitment that customer consumes during the first 3 months of the agreement term. The Monetary Commitment credit will be added to the customer's Monetary Commitment balance 4 calendar months after the effective date of the new or renewed agreement. Any portion of the Monetary Commitment credit that has not been consumed by the next Enrollment anniversary will expire and be forfeited.

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Appendix F - Storage Array Terms

Availability

The Storage Array is available for delivery in the following geographies only: Argentina, Australia, Austria, Bahrain, Belgium, Brazil, Bulgaria, Canada, Chile, Colombia, Costa Rica, Croatia, Czech Republic, Denmark, Egypt, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, India, Indonesia, Ireland, Israel, Italy, Japan, Kenya, Kuwait, Lebanon, Macau, Malaysia, Mexico, Morocco, Netherlands, New Zealand, Nigeria, Norway, Pakistan, Peru, Philippines, Poland, Portugal, Puerto Rico, Qatar, Romania, Russia, Saudi Arabia, Serbia, Singapore, Slovakia, Slovenia, South Africa, Spain, South Korea, Sri Lanka, Sweden, Switzerland, Taiwan, Thailand, Turkey, United Arab Emirates, Ukraine, United Kingdom, United States, Vietnam.

Shipment and Title

Shipping terms for orders placed are: (i) FCA (Incoterms 2010) Supplier Shipping dock; (ii) Microsoft will pre-pay and invoice freight to Customer; and (iii) for shipments outside the United States, Customer is responsible for clearing the goods for import and paying all import costs including duties, taxes, and other clearance charges. Microsoft will supply the Storage Array to the Customer on a No Charge basis and title for the Storage Array and the risk of loss will pass to Customer upon delivery to the carrier and completion of export formalities at the point of origin. All scheduled shipment dates are estimates only. The Storage Array will be shipped to the address provided by Customer using the StorSimple online form (provided separately). For US transactions, Microsoft has remitted sales tax on the value of the Storage Array(s) based upon the ship-to address provided by Customer for the delivery of the Storage Array(s). For US and Canada transactions, the address used for the shipment of the Storage Array(s) is used strictly for purposes of shipping the device to Customer and does not impact any other ship-to (or Tax Address) provided on Customer's volume license agreement used for purposes of charging sales tax to Customer on purchases made under that volume license agreement.

Storage Array Software

Microsoft grants Customer a non-exclusive, non-transferrable, limited license to use the Software that runs in the Storage Array ("Storage Array Software") only in connection with Customer's use of the Storage Array. Customer's use of the Storage Array Software is subject to the terms of Customer's volume license agreement governing Software, and Microsoft reserves all other rights.

Restrictions

Customer may not use the Storage Array Software for comparisons or "benchmarking" except for Customer's internal purposes or publish or disclose the results thereof.

Certain Third Party Open Source Software

The Storage Array Software may be distributed with certain independent code (e.g., firmware) that is licensed under the GNU General Public License ("GPL"), the GNU Library/Lesser General Public License ("LGPL"), the Apache License Version 2.0 ("Apache License") and/or other open-source licenses ("Open-Source Code"). Any such Open-Source Code is identified in the Third Party Software Notices located at: <http://go.microsoft.com/fwlink/?LinkId=627000>, and is licensed to Customer in accordance with the applicable open-source licenses.

Activation/Consent for Internet-based Services

Activation associates the use of the Storage Array Software with a specific device. During activation and subsequent use of the device, the Storage Array Software may send information about the Storage Array Software and device to Microsoft. This information includes the version, language, and product key of the Storage Array Software, Customer's Internet protocol address, operating system, browser and name, the version of the Storage Array Software Customer is using, and the language code of the Storage Array running the Storage Array Software. Microsoft uses this information to make the Internet-based services available to Customer. By using the Storage Array and Storage Array Software, Customer consents to the transmission of this information to Microsoft.

Storage Array Software Updates

The update service for Storage Array Software will allow Customer to download available updates manually, or opt-in to receiving updates automatically. Available updates from Microsoft will be licensed by Microsoft and any third party updates will be licensed by the applicable third party.

Limited Hardware Warranty

Microsoft warrants that the Storage Array hardware will not malfunction due to a defect in materials or workmanship under ordinary commercial use as described in the applicable product documentation for a period of ninety (90) days from the date of delivery to Customer. If it does not and Customer notifies Microsoft within the warranty term, Microsoft will repair or replace it (at Microsoft's election) at no charge. This is the only warranty Microsoft gives for the Storage Array, and Customer waives any breach of warranty claims not made during the warranty period. This warranty does not cover problems caused by accident, abuse or use in a manner inconsistent with Customer's volume license agreement or the product documentation and it is void if the Storage Array is opened or modified, damaged by use with Non-Microsoft Products, or damaged by maintenance or repair performed by anyone other than Microsoft or a Microsoft authorized vendor. **Microsoft provides no other warranties or**

conditions and disclaims any other express, implied or statutory warranties, including without limitation, warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.

Indemnification. Defense of third party claims

Microsoft will defend Customer against any claims made by an unaffiliated third party that a Storage Array infringes its patent, copyright or trademark or makes unlawful use of its Trade Secret, subject to the terms of the Customer's volume license agreement regarding defense of third party claims.

Limitation of Liability

For any claim related to a Storage Array, each party's maximum, aggregate liability to the other is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the applicable Storage Array. **In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, including loss of use, loss of profits, or interruption of business, however caused or on any theory of liability. No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations; (2) defense obligations; or (3) violation of the other party's intellectual property rights.**

U.S. Export Control Laws

The Storage Arrays are subject to the provisions in Customer's volume licensing agreement regarding U.S. export jurisdiction.

Collection of Diagnostic Information

Microsoft may collect information to help Microsoft diagnose problems related to the Storage Array and provide potential solutions. If Microsoft receives indication of a potential problem, it may collect information from the Storage Array through the Azure StorSimple Management Service. The types of information collected may include files that help describe or identify the problem, such as operational logs, whether the problem occurred in the hardware or software, the type and severity of the problem, and device status. Microsoft will not collect memory dumps, keys, passwords, or data that a Customer stores on the Storage Array. Microsoft uses the information to improve the Storage Array and related services, and may also use it to improve third party hardware and firmware included as part of the Storage Array. To the extent that Microsoft provides its hardware vendor with specific information, Microsoft will only provide the information in an anonymized data format unless Microsoft obtains Customer's explicit consent. Microsoft will provide this information for the purpose of resolving an identified hardware related issue. To learn more about privacy for the Storage Array, refer to <https://www.microsoft.com/en-us/privacystatement>.

Government Use

Customer understands that in exchange for purchasing one or more StorSimple Monetary Commitment Offerings, Microsoft will provide the Storage Array and StorSimple Support to Customer at no additional charge. Microsoft waives any and all entitlement to compensation from Customer for such Storage Array or StorSimple Standard Support. Microsoft intends that the provision of the Storage Array and StorSimple Standard Support to Customer without charge will fully comply with applicable gift, ethics and other laws and regulations related to gratuitous goods and services. Microsoft intends that the provision of Storage Arrays and StorSimple Standard Support shall be for the sole benefit and use of Customer and not for the personal use or benefit of any individual government employee.

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Online Services Terms

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Introduction

Beginning July 1, 2014 these Online Services Terms (OST) replace the Online Services Use Rights (OLSUR). The OST contains terms that apply to Customer's use of Online Services. Separate terms, including different privacy and security terms, govern Customer's use of Non-Microsoft Products (as defined below), as well as other products and services from Microsoft.

Most Online Services offer a Service Level Agreement (SLA). For more information regarding the Online Services SLAs, please refer to <http://microsoft.com/licensing/contracts>.

Prior Versions

The OST provides terms for Online Services that are currently available. For earlier versions Customer may refer to <http://go.microsoft.com/?linkid=9840733> or contact its reseller or Microsoft Account Manager.

Clarifications and Summary of Changes

Additions	Deletions
Microsoft Cognitive Services	Microsoft Translator
Office 365 Advanced Compliance	Office 365 Advanced eDiscovery
	Yammer

Privacy and Security Terms

Scope: The General Privacy and Security Terms do not apply to the Microsoft Cognitive Services. Among the most important differences is that Microsoft may retain Customer Data sent to the Microsoft Cognitive Services indefinitely to improve Microsoft products and services. Refer to the [Microsoft Cognitive Services](#) section for details.

Data Processing Terms

[Online Services Table](#): Microsoft Booking and Microsoft Planner have been added to the Office 365 Services section.

[Location of Customer Data at Rest](#): Project Online data has been added to the Office 365 Services section.

Online Service Specific Terms

[Microsoft Azure Services](#): Information related to Microsoft Translator is included with the Microsoft Cognitive Services entry.

[Office 365 Services](#): Office 365 Advanced eDiscovery has been renamed Office 365 Advanced Compliance. Yammer was removed as standalone entry and information related to External Users use of external network functionality was added to the Office 365 Services header section.

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General Terms

Customer may use the Online Services and related software as expressly permitted in Customer's volume licensing agreement. Microsoft reserves all other rights. Customer must acquire and assign the appropriate subscription licenses required for its use of each Online Service. Each user that accesses the Online Service must be assigned a User SL or access the Online Service only through a device that has been assigned a Device SL, unless specified otherwise in the [Online Service-specific Terms](#). Attachment 2 describes SL Suites that also fulfill requirements for User SLs. Customer has no right to use an Online Service after the SL for that Online Service ends.

Definitions

If any of the terms below are not defined in Customer's volume licensing agreement, they have the definitions below.

"Customer Data" means all data, including all text, sound, video, or image files, and software, that are provided to Microsoft by, or on behalf of, Customer through use of the Online Service.

"External User" means a user of an Online Service that is not an employee, onsite contractor, or onsite agent of Customer or its Affiliates.

"Instance" means an image of software that is created by executing the software's setup or install procedure or by duplicating such an image.

"Licensed Device" means the single physical hardware system to which a license is assigned. For purposes of this definition, a hardware partition or blade is considered to be a separate device.

"Non-Microsoft Product" means any third-party-branded software, data, service, website or product.

"Online Service" means a Microsoft-hosted service to which Customer subscribes under a Microsoft volume licensing agreement, including any service identified in the Online Services section of the Product Terms. The Product Terms is located at <http://go.microsoft.com/?linkid=9839207>.

"Operating System Environment" (OSE) means all or part of an operating system Instance, or all or part of a virtual (or otherwise emulated) operating system Instance, that enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and Instances of applications, if any, configured to run on all or part of that operating system Instance. There are two types of OSEs, physical and virtual. A physical hardware system can have one physical OSE and/or one or more virtual OSEs. The operating system Instance used to run hardware virtualization software or to provide hardware virtualization services is considered part of the physical OSE.

"SL" means subscription license.

Online Services Terms Updates

When Customer renews or purchases a new subscription to an Online Service, the then-current OST will apply and will not change during Customer's subscription for that Online Service. When Microsoft introduces features, supplements or related software that are new (i.e., that were not previously included with the subscription), Microsoft may provide terms or make updates to the OST that apply to Customer's use of those new features, supplements or related software.

Online Services Changes and Availability

Microsoft may make commercially reasonable changes to each Online Service from time to time. Microsoft may terminate an Online Service in any country where Microsoft is subject to a government regulation, obligation or other requirement that is not generally applicable to businesses operating there. Availability, functionality, and language versions for each Online Service may vary by country. For information on availability, Customer may refer to www.microsoft.com/online/international-availability.aspx.

Data Retention

At all times during the term of Customer's subscription, Customer will have the ability to access and extract Customer Data stored in each Online Service. Except for free trials, Microsoft will retain Customer Data stored in the Online Service in a limited function account for 90 days after expiration or termination of Customer's subscription so that Customer may extract the data. After the 90-day retention period ends, Microsoft will disable Customer's account and delete the Customer Data.

The Online Service may not support retention or extraction of software provided by Customer. Microsoft has no liability for the deletion of Customer Data as described in this section.

Use of Software with the Online Service

Customer may need to install certain Microsoft software in order to use the Online Service. If so, the following terms apply:

Microsoft Software License Terms

Customer may install and use the software only for use with the Online Service. The [Online Service-specific Terms](#) may limit the number of copies of the software Customer may use or the number of devices on which Customer may use it. Customer's right to use the software begins

when the Online Service is activated and ends when Customer's right to use the Online Service ends. Customer must uninstall the software when Customer's right to use it ends. Microsoft may disable it at that time.

Validation, Automatic Updates, and Collection for Software

Microsoft may automatically check the version of any of its software. Devices on which the software is installed may periodically provide information to enable Microsoft to verify that the software is properly licensed. This information includes the software version, the end user's user account, product ID information, a machine ID, and the internet protocol address of the device. If the software is not properly licensed, its functionality will be affected. Customer may only obtain updates or upgrades for the software from Microsoft or authorized sources. By using the software, Customer consents to the transmission of the information described in this section. Microsoft may recommend or download to Customer's devices updates or supplements to this software, with or without notice. Some Online Services may require, or may be enhanced by, the installation of local software (e.g., agents, device management applications) ("Apps"). The Apps may collect data about the use and performance of the Apps, which may be transmitted to Microsoft and used for the purposes described in this OST.

Third-party Software Components

The software may contain third party software components. Unless otherwise disclosed in that software, Microsoft, not the third party, licenses these components to Customer under Microsoft's license terms and notices.

Non-Microsoft Products

Microsoft may make Non-Microsoft Products available to Customer through Customer's use of the Online Services (such as through a store or gallery, or as search results). If Customer installs or uses any Non-Microsoft Product with an Online Service, Customer may not do so in any way that would subject Microsoft's intellectual property or technology to obligations beyond those expressly included in Customer's volume licensing agreement. For Customer's convenience, Microsoft may include charges for the Non-Microsoft Product as part of Customer's bill for Online Services. Microsoft, however, assumes no responsibility or liability whatsoever for the Non-Microsoft Product. Customer is solely responsible for any Non-Microsoft Product that it installs or uses with an Online Service.

Acceptable Use Policy

Neither Customer, nor those that access an Online Service through Customer, may use an Online Service:

- in a way prohibited by law, regulation, governmental order or decree;
- to violate the rights of others;
- to try to gain unauthorized access to or disrupt any service, device, data, account or network;
- to spam or distribute malware;
- in a way that could harm the Online Service or impair anyone else's use of it; or
- in any application or situation where failure of the Online Service could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage.

Violation of the terms in this section may result in suspension of the Online Service. Microsoft will suspend the Online Service only to the extent reasonably necessary. Unless Microsoft believes an immediate suspension is required, Microsoft will provide reasonable notice before suspending an Online Service.

Technical Limitations

Customer must comply with, and may not work around, any technical limitations in an Online Service that only allow Customer to use it in certain ways. Customer may not download or otherwise remove copies of software or source code from an Online Service except as explicitly authorized.

Compliance with Laws

Microsoft will comply with all laws and regulations applicable to its provision of the Online Services, including security breach notification law. However, Microsoft is not responsible for compliance with any laws or regulations applicable to Customer or Customer's industry that are not generally applicable to information technology service providers. Microsoft does not determine whether Customer Data includes information subject to any specific law or regulation. All Security Incidents are subject to the Security Incident Notification terms below.

Customer must comply with all laws and regulations applicable to its use of Online Services, including laws related to privacy, biometric data, data protection and confidentiality of communications. Customer is responsible for implementing and maintaining privacy protections and security measures for components that Customer provides or controls (such as devices enrolled with Microsoft Intune or within a Microsoft Azure customer's virtual machine or application), and for determining whether the Online Services are appropriate for storage and processing of information subject to any specific law or regulation. Customer is responsible for responding to any request from a third party regarding Customer's use of an Online Service, such as a request to take down content under the U.S. Digital Millennium Copyright Act or other applicable laws.

Import/Export Services

Customer's use of any Import/Export Service is conditioned upon its compliance with all instructions provided by Microsoft regarding the preparation, treatment and shipment of physical media containing its data ("storage media"). Customer is solely responsible for ensuring the storage media and data are provided in compliance with all laws and regulations. Microsoft has no duty with respect to the storage media and no liability for lost, damaged or destroyed storage media. All storage media shipped to Microsoft must be shipped DAP Microsoft DCS Data Center (INCOTERMS 2010). Storage media shipped to Customer will be shipped DAP Customer Dock (INCOTERMS 2010).

Electronic Notices

Microsoft may provide Customer with information and notices about Online Services electronically, including via email, through the portal for the Online Service, or through a web site that Microsoft identifies. Notice is given as of the date it is made available by Microsoft.

License Reassignment

Most, but not all, SLs may be reassigned. Except as permitted in this paragraph or in the [Online Service-specific Terms](#), Customer may not reassign an SL on a short-term basis (i.e., within 90 days of the last assignment). Customer may reassign an SL on a short-term basis to cover a user's absence or the unavailability of a device that is out of service. Reassignment of an SL for any other purpose must be permanent. When Customer reassigns an SL from one device or user to another, Customer must block access and remove any related software from the former device or from the former user's device.

Font Components

While Customer uses an Online Service, Customer may use the fonts installed by that Online Service to display and print content. Customer may only embed fonts in content as permitted by the embedding restrictions in the fonts and temporarily download them to a printer or other output device to print content.

Competitive Benchmarking

If Customer offers a service competitive to an Online Service, by using the Online Service, Customer agrees to waive any restrictions on competitive use and benchmark testing in the terms governing its competitive service. If Customer does not intend to waive such restrictions in its terms of use, Customer is not allowed to use the Online Service.

Multiplexing

Hardware or software that Customer uses to pool connections; reroute information; reduce the number of devices or users that directly access or use the Online Service (or related software); or reduce the number of OSEs, devices or users the Online Service directly manages (sometimes referred to as "multiplexing" or "pooling") does not reduce the number of licenses of any type (including SLs) that Customer needs.

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Privacy and Security Terms

This section of the Online Services Terms has two parts:

- General Privacy and Security Terms, which apply to all Online Services; and
- Data Processing Terms, which are additional commitments for certain Online Services.

General Privacy and Security Terms

Scope

The terms in this section apply to all Online Services except Bing Maps Enterprise Platform, Bing Maps Mobile Asset Management Platform, and **Microsoft Cognitive Services**, which are governed by the privacy and/or security terms referenced below in the applicable [Online Service-specific Terms](#).

Use of Customer Data

Customer Data will be used only to provide Customer the Online Services including purposes compatible with providing those services. Microsoft will not use Customer Data or derive information from it for any advertising or similar commercial purposes. As between the parties, Customer retains all right, title and interest in and to Customer Data. Microsoft acquires no rights in Customer Data, other than the rights Customer grants to Microsoft to provide the Online Services to Customer. This paragraph does not affect Microsoft's rights in software or services Microsoft licenses to Customer.

Disclosure of Customer Data

Microsoft will not disclose Customer Data outside of Microsoft or its controlled subsidiaries and affiliates except (1) as Customer directs, (2) as described in the OST, or (3) as required by law.

Microsoft will not disclose Customer Data to law enforcement unless required by law. If law enforcement contacts Microsoft with a demand for Customer Data, Microsoft will attempt to redirect the law enforcement agency to request that data directly from Customer. If compelled to disclose Customer Data to law enforcement, Microsoft will promptly notify Customer and provide a copy of the demand unless legally prohibited from doing so.

Upon receipt of any other third party request for Customer Data, Microsoft will promptly notify Customer unless prohibited by law. Microsoft will reject the request unless required by law to comply. If the request is valid, Microsoft will attempt to redirect the third party to request the data directly from Customer.

Microsoft will not provide any third party: (a) direct, indirect, blanket or unfettered access to Customer Data; (b) platform encryption keys used to secure Customer Data or the ability to break such encryption; or (c) access to Customer Data if Microsoft is aware that the data is to be used for purposes other than those stated in the third party's request.

In support of the above, Microsoft may provide Customer's basic contact information to the third party.

Educational Institutions

If Customer is an educational agency or institution to which regulations under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA) apply, Microsoft acknowledges that for the purposes of the OST, Microsoft is a "school official" with "legitimate educational interests" in the Customer Data, as those terms have been defined under FERPA and its implementing regulations, and Microsoft agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials.

Customer understands that Microsoft may possess limited or no contact information for Customer's students and students' parents. Consequently, Customer will be responsible for obtaining any parental consent for any end user's use of the Online Service that may be required by applicable law and to convey notification on behalf of Microsoft to students (or, with respect to a student under 18 years of age and not in attendance at a postsecondary institution, to the student's parent) of any judicial order or lawfully-issued subpoena requiring the disclosure of Customer Data in Microsoft's possession as may be required under applicable law.

HIPAA Business Associate

If Customer is a "covered entity" or a "business associate" and includes "protected health information" in Customer Data as those terms are defined in 45 CFR § 160.103, execution of Customer's volume licensing agreement includes execution of the HIPAA Business Associate Agreement ("BAA"), the full text of which identifies the Online Services to which it applies and is available at <http://aka.ms/BAA>. Customer may opt out of the BAA by sending the following information to Microsoft in a written notice (under the terms of the Customer's volume licensing agreement):

- the full legal name of the Customer and any Affiliate that is opting out;
- if Customer has multiple volume licensing agreements, the volume licensing agreement to which the opt out applies.

Security

Microsoft is committed to helping protect the security of Customer's information. Microsoft has implemented and will maintain and follow appropriate technical and organizational measures intended to protect Customer Data against accidental, unauthorized or unlawful access, disclosure, alteration, loss, or destruction.

Security Incident Notification

If Microsoft becomes aware of any unlawful access to any Customer Data stored on Microsoft's equipment or in Microsoft's facilities, or unauthorized access to such equipment or facilities resulting in loss, disclosure, or alteration of Customer Data (each a "Security Incident"), Microsoft will promptly (1) notify Customer of the Security Incident; (2) investigate the Security Incident and provide Customer with detailed information about the Security Incident; and (3) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident.

Notification(s) of Security Incidents will be delivered to one or more of Customer's administrators by any means Microsoft selects, including via email. It is Customer's sole responsibility to ensure Customer's administrators maintain accurate contact information on each applicable Online Services portal. Microsoft's obligation to report or respond to a Security Incident under this section is not an acknowledgement by Microsoft of any fault or liability with respect to the Security Incident.

Customer must notify Microsoft promptly about any possible misuse of its accounts or authentication credentials or any security incident related to an Online Service.

Location of Data Processing

Except as described elsewhere in the OST, Customer Data that Microsoft processes on Customer's behalf may be transferred to, and stored and processed in, the United States or any other country in which Microsoft or its affiliates or subcontractors maintain facilities. Customer appoints Microsoft to perform any such transfer of Customer Data to any such country and to store and process Customer Data in order to provide the Online Services. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland. In addition to Microsoft's commitments under the Standard Contractual Clauses and other model contracts, Microsoft is certified to the EU-U.S. Privacy Shield Framework and the commitments it entails.

Preview Releases

Microsoft may offer preview, beta or other pre-release features, data center locations, and services ("Previews") for optional evaluation. Previews may employ lesser or different privacy and security measures than those typically present in the Online Services. Unless otherwise provided, Previews are not included in the SLA for the corresponding Online Service.

Use of Subcontractors

Microsoft may hire subcontractors to provide services on its behalf. Any such subcontractors will be permitted to obtain Customer Data only to deliver the services Microsoft has retained them to provide and will be prohibited from using Customer Data for any other purpose. Microsoft remains responsible for its subcontractors' compliance with Microsoft's obligations in the OST. Customer has previously consented to Microsoft's transfer of Customer Data to subcontractors as described in the OST.

How to Contact Microsoft

If Customer believes that Microsoft is not adhering to its privacy or security commitments, Customer may contact customer support or use Microsoft's Privacy web form, located at <http://go.microsoft.com/?linkid=9846224>. Microsoft's mailing address is:

Microsoft Enterprise Service Privacy

Microsoft Corporation
One Microsoft Way
Redmond, Washington 98052 USA

Microsoft Ireland Operations Limited is Microsoft's data protection representative for the European Economic Area and Switzerland. The privacy representative of Microsoft Ireland Operations Limited can be reached at the following address:

Microsoft Ireland Operations, Ltd.

Attn: Data Protection
Carmenhall Road
Sandymount, Dublin 18, Ireland

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Data Processing Terms

The Data Processing Terms (DPT) include the terms in this section.

The Data Processing Terms also include the “Standard Contractual Clauses,” pursuant to the European Commission Decision of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries under the EU Data Protection Directive.

The Standard Contractual Clauses are in [Attachment 3](#). In addition,

- Execution of the volume licensing agreement includes execution of [Attachment 3](#), which is countersigned by Microsoft Corporation;
- The terms in Customer’s volume licensing agreement, including the DPT, constitute a data processing agreement under which Microsoft is the data processor; and
- The DPT control over any inconsistent or conflicting provision in Customer’s volume licensing agreement and, for each subscription, will remain in full force and effect until all of the related Customer Data is deleted from Microsoft’s systems in accordance with the DPT.

Customer may opt out of the “Standard Contractual Clauses” or the Data Processing Terms in their entirety. To opt out, Customer must send the following information to Microsoft in a written notice (under terms of the Customer’s volume licensing agreement):

- the full legal name of the Customer and any Affiliate that is opting out;
- if Customer has multiple volume licensing agreements, the volume licensing agreement to which the Opt Out applies;
- if opting out of the entire DPT, a statement that Customer (or Affiliate) opts out of the entirety of the Data Processing Terms; and
- if opting out of only the Standard Contractual Clauses, a statement that Customer (or Affiliate) opts out of the Standard Contractual Clauses only.

In countries where regulatory approval is required for use of the Standard Contractual Clauses, the Standard Contractual Clauses cannot be relied upon under European Commission 2010/87/EU (of February 2010) to legitimize export of data from the country, unless Customer has the required regulatory approval.

In the DPT, the term “Online Services” applies only to the services in the table below, excluding any Previews, and “Customer Data” includes only Customer Data that is provided through use of those Online Services.

Online Services	
Microsoft Dynamics 365 Core Services	The following services, each as a standalone service or as included in a Dynamics 365 branded plan or application: Microsoft Dynamics 365 for Customer Service, Microsoft Dynamics 365 for Field Service, Microsoft Dynamics 365 for Project Service Automation, Microsoft Dynamics 365 for Sales, and Microsoft Social Engagement. Microsoft Dynamics 365 Core Services do not include (1) Microsoft Dynamics 365 for Operations or Microsoft Dynamics 365 for Financials; (2) Microsoft Dynamics 365 Services for supported devices or software, which includes but is not limited to Microsoft Dynamics 365 for apps, tablets and/or phones; or (3) except as expressly defined in the licensing terms for the corresponding service, any other separately-branded service made available with or connected to Microsoft Dynamics 365 Core Services.
Office 365 Services	The following services, each as a standalone service or as included in an Office 365-branded plan or suite: Exchange Online, Exchange Online Archiving, Exchange Online Protection, Office 365 Advanced Threat Protection, SharePoint Online, OneDrive for Business, Microsoft Planner, Project Online, Skype for Business Online, Sway, Office Online, Microsoft MyAnalytics, Customer Lockbox, Microsoft Bookings, and Yammer Enterprise. Office 365 Services do not include Office 365 ProPlus, any portion of PSTN Services that operate outside of Microsoft’s control, any client software, or any separately branded service made available with an Office 365-branded plan or suite, such as a Bing or a service branded “for Office 365.”
Microsoft Azure Core Services	Active Directory, API Management, App Services (API Apps, Mobile Apps, Web Apps, Automation, Backup, Batch, BizTalk Services, Cloud Services, DocumentDB, Event Hubs, Express Route, HDInsight, Key Vault, Load Balancer, Machine Learning, Management Portal, Media Services, Multi-Factor Authentication, Notification Hub, Operational Insights, Redis Cache, Rights Management Service, Scheduler, Service Bus, Site Recovery, SQL Database, Storage, StorSimple, Stream Analytics, Traffic Manager, Virtual Machines, Virtual Network, Visual Studio Team Services, and Workflow Manager.
Microsoft Intune Online Services	The cloud service portion of Microsoft Intune such as the Microsoft Intune Add-on Product or a management service provided by Microsoft Intune such as Mobile Device Management for Office 365.
Microsoft Power BI Services	The cloud service portion of Microsoft Power BI offered as a standalone service or as included in an Office 365-branded plan or suite, but excluding data catalog functionality, the Power BI mobile applications, or Power BI Desktop.

Location of Customer Data at Rest

Microsoft will store Customer Data at rest within certain major geographic areas (each, a Geo) as follows:

- **Office 365 Services.** If Customer provisions its tenant in Australia, Canada, the European Union, India, Japan or the United States (each of the foregoing a Geo), Microsoft will store the following Customer Data at rest only within that Geo: (1) Exchange Online mailbox content (e-mail body, calendar entries, and the content of e-mail attachments), (2) SharePoint Online site content and the files stored within that site, and Project Online data, and (3) files uploaded to OneDrive for Business.
- **Microsoft Intune Online Services.** When Customer provisions a tenant account, Customer selects an available Geo where Customer Data at rest will be stored. Microsoft will not transfer the Customer Data outside of Customer's selected Geo except as noted in the "Data Location" section of the Microsoft Intune Trust Center.
- **Microsoft Power BI Services.** If Customer provisions its tenant in Australia, the European Union, or the United States, Microsoft will store Microsoft Power BI Customer Data at rest only within that Geo.
- **Microsoft Azure Core Services.** If Customer configures a particular service to be deployed within a Geo then, for that service, Microsoft will store Customer Data at rest within the specified Geo. Certain services may not enable Customer to configure deployment in a particular Geo or outside the United States and may store backups in other locations, as detailed in the Microsoft Azure Trust Center (which Microsoft may update from time to time, but Microsoft will not add exceptions for existing Services in general release).
- **Microsoft Dynamics 365 Core Services.** Except for Microsoft Social Engagement, if Customer provisions its instance in the United States or the EU, Microsoft will store Customer Data at rest in any of these Geos, limited to the entities managed by Microsoft Dynamics 365 Core Services. Certain entities may not be configured to be stored in any particular Geo or outside the United States and may be replicated in other locations as detailed in the Microsoft Dynamics 365 Trust Center.

Microsoft does not control or limit the regions from which Customer or Customer's end users may access or move Customer Data.

Privacy

- **Customer Data Deletion or Return.** No more than 180 days after expiration or termination of Customer's use of an Online Service, Microsoft will disable the account and delete Customer Data from the account.
- **Transfer of Customer Data.** Unless Customer has opted out of the Standard Contractual Clauses, all transfers of Customer Data out of the European Union, European Economic Area, and Switzerland shall be governed by the Standard Contractual Clauses. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.
- **Microsoft Personnel.** Microsoft personnel will not process Customer Data without authorization from Customer. Microsoft personnel are obligated to maintain the security and secrecy of any Customer Data as provided in the DPT and this obligation continues even after their engagements end.
- **Subcontractor Transfer.** Microsoft may hire subcontractors to provide certain limited or ancillary services on its behalf. Any subcontractors to whom Microsoft transfers Customer Data, even those used for storage purposes, will have entered into written agreements with Microsoft that are no less protective than the DPT. Customer has previously consented to Microsoft's transfer of Customer Data to subcontractors as described in the DPT. Except as set forth in the DPT, or as Customer may otherwise authorize, Microsoft will not transfer to any third party (not even for storage purposes) personal data Customer provides to Microsoft through the use of the Online Services. Microsoft provides a website that lists subcontractors authorized to access Customer Data in the Online Services as well as the limited or ancillary services they provide. At least 6 months before authorizing any new subcontractor to access Customer Data, Microsoft will update the website and provide Customer with a mechanism to obtain notice of that update. If Customer does not approve of a new subcontractor, then Customer may terminate the affected Online Service without penalty by providing, before the end of the notice period, written notice of termination that includes an explanation of the grounds for non-approval. If the affected Online Service is part of a suite (or similar single purchase of services), then any termination will apply to the entire suite. After termination, Microsoft will remove payment obligations for the terminated Online Services from subsequent Customer invoices.

Additional European Terms.

These Additional European Terms apply only if Customer has end users in the European Economic Area ("EEA") or Switzerland.

- **End Users in EEA or Switzerland.** Terms used in the DPT that are not specifically defined will have the meaning in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (the "EU Data Protection Directive").
- **Intent of the Parties.** For the Online Services, Microsoft is a data processor (or sub-processor) acting on Customer's behalf. As data processor (or sub-processor), Microsoft will only act upon Customer's instructions. The OST and Customer's volume licensing agreement (including the terms and conditions incorporated by reference therein), along with Customer's use and configuration of features in the Online Services, are Customer's complete and final instructions to Microsoft for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the process for amending Customer's volume licensing agreement.
- **Duration and Object of Data Processing.** The duration of data processing shall be for the term designated under Customer's volume licensing agreement. The objective of the data processing is the performance of the Online Services.

- **Scope and Purpose of Data Processing.** The scope and purpose of processing of Customer Data, including any personal data included in the Customer Data, is described in the DPT and Customer's volume licensing agreement.
- **Customer Data Access.** For the term designated under Customer's volume licensing agreement Microsoft will, at its election and as necessary under applicable law implementing Article 12(b) of the EU Data Protection Directive, either: (1) provide Customer with the ability to correct, delete, or block Customer Data, or (2) make such corrections, deletions, or blockages on Customer's behalf.

Security

- **General Practices.** Microsoft has implemented and will maintain and follow for the Online Services the following security measures, which, in conjunction with the security commitments in the OST, are Microsoft's only responsibility with respect to the security of Customer Data.

Domain	Practices
Organization of Information Security	<p>Security Ownership. Microsoft has appointed one or more security officers responsible for coordinating and monitoring the security rules and procedures.</p> <p>Security Roles and Responsibilities. Microsoft personnel with access to Customer Data are subject to confidentiality obligations.</p> <p>Risk Management Program. Microsoft performed a risk assessment before processing the Customer Data or launching the Online Services service.</p> <p>Microsoft retains its security documents pursuant to its retention requirements after they are no longer in effect.</p>
Asset Management	<p>Asset Inventory. Microsoft maintains an inventory of all media on which Customer Data is stored. Access to the inventories of such media is restricted to Microsoft personnel authorized in writing to have such access.</p> <p>Asset Handling</p> <ul style="list-style-type: none"> - Microsoft classifies Customer Data to help identify it and to allow for access to it to be appropriately restricted. - Microsoft imposes restrictions on printing Customer Data and has procedures for disposing of printed materials that contain Customer Data. - Microsoft personnel must obtain Microsoft authorization prior to storing Customer Data on portable devices, remotely accessing Customer Data, or processing Customer Data outside Microsoft's facilities.
Human Resources Security	<p>Security Training. Microsoft informs its personnel about relevant security procedures and their respective roles. Microsoft also informs its personnel of possible consequences of breaching the security rules and procedures. Microsoft will only use anonymous data in training.</p>
Physical and Environmental Security	<p>Physical Access to Facilities. Microsoft limits access to facilities where information systems that process Customer Data are located to identified authorized individuals.</p> <p>Physical Access to Components. Microsoft maintains records of the incoming and outgoing media containing Customer Data, including the kind of media, the authorized sender/recipients, date and time, the number of media and the types of Customer Data they contain.</p> <p>Protection from Disruptions. Microsoft uses a variety of industry standard systems to protect against loss of data due to power supply failure or line interference.</p> <p>Component Disposal. Microsoft uses industry standard processes to delete Customer Data when it is no longer needed.</p>
Communications and Operations Management	<p>Operational Policy. Microsoft maintains security documents describing its security measures and the relevant procedures and responsibilities of its personnel who have access to Customer Data.</p> <p>Data Recovery Procedures</p> <ul style="list-style-type: none"> - On an ongoing basis, but in no case less frequently than once a week (unless no Customer Data has been updated during that period), Microsoft maintains multiple copies of Customer Data from which Customer Data can be recovered. - Microsoft stores copies of Customer Data and data recovery procedures in a different place from where the primary computer equipment processing the Customer Data is located. - Microsoft has specific procedures in place governing access to copies of Customer Data. - Microsoft reviews data recovery procedures at least every six months, except for data recovery procedures for Azure Government Services, which are reviewed every twelve months. - Microsoft logs data restoration efforts, including the person responsible, the description of the restored data and where applicable, the person responsible and which data (if any) had to be input manually in the data recovery process. <p>Malicious Software. Microsoft has anti-malware controls to help avoid malicious software gaining unauthorized access to Customer Data, including malicious software originating from public networks.</p> <p>Data Beyond Boundaries</p> <ul style="list-style-type: none"> - Microsoft encrypts, or enables Customer to encrypt, Customer Data that is transmitted over public networks. - Microsoft restricts access to Customer Data in media leaving its facilities. <p>Event Logging. Microsoft logs, or enables Customer to log, access and use of information systems containing Customer Data, registering the access ID, time, authorization granted or denied, and relevant activity.</p>
Access Control	<p>Access Policy. Microsoft maintains a record of security privileges of individuals having access to Customer Data.</p> <p>Access Authorization</p> <ul style="list-style-type: none"> - Microsoft maintains and updates a record of personnel authorized to access Microsoft systems that contain Customer Data. - Microsoft deactivates authentication credentials that have not been used for a period of time not to exceed six months. - Microsoft identifies those personnel who may grant, alter or cancel authorized access to data and resources. - Microsoft ensures that where more than one individual has access to systems containing Customer Data, the individuals have separate identifiers/log-ins. <p>Least Privilege</p>

Domain	Practices
	<ul style="list-style-type: none"> - Technical support personnel are only permitted to have access to Customer Data when needed. - Microsoft restricts access to Customer Data to only those individuals who require such access to perform their job function. <p>Integrity and Confidentiality</p> <ul style="list-style-type: none"> - Microsoft instructs Microsoft personnel to disable administrative sessions when leaving premises Microsoft controls or when computers are otherwise left unattended. - Microsoft stores passwords in a way that makes them unintelligible while they are in force. <p>Authentication</p> <ul style="list-style-type: none"> - Microsoft uses industry standard practices to identify and authenticate users who attempt to access information systems. - Where authentication mechanisms are based on passwords, Microsoft requires that the passwords are renewed regularly. - Where authentication mechanisms are based on passwords, Microsoft requires the password to be at least eight characters long. - Microsoft ensures that de-activated or expired identifiers are not granted to other individuals. - Microsoft monitors, or enables Customer to monitor, repeated attempts to gain access to the information system using an invalid password. - Microsoft maintains industry standard procedures to deactivate passwords that have been corrupted or inadvertently disclosed. - Microsoft uses industry standard password protection practices, including practices designed to maintain the confidentiality and integrity of passwords when they are assigned and distributed, and during storage. <p>Network Design. Microsoft has controls to avoid individuals assuming access rights they have not been assigned to gain access to Customer Data they are not authorized to access.</p>
Information Security Incident Management	<p>Incident Response Process</p> <ul style="list-style-type: none"> - Microsoft maintains a record of security breaches with a description of the breach, the time period, the consequences of the breach, the name of the reporter, and to whom the breach was reported, and the procedure for recovering data. - For each security breach that is a Security Incident, notification by Microsoft (as described in the "Security Incident Notification" section above) will be made without unreasonable delay and, in any event, within 30 calendar days. - Microsoft tracks, or enables Customer to track, disclosures of Customer Data, including what data has been disclosed, to whom, and at what time. <p>Service Monitoring. Microsoft security personnel verify logs at least every six months to propose remediation efforts if necessary.</p>
Business Continuity Management	<ul style="list-style-type: none"> - Microsoft maintains emergency and contingency plans for the facilities in which Microsoft information systems that process Customer Data are located. - Microsoft's redundant storage and its procedures for recovering data are designed to attempt to reconstruct Customer Data in its original or last-replicated state from before the time it was lost or destroyed.

Online Services Information Security Policy

Each Online Service follows a written data security policy ("Information Security Policy") that complies with the control standards and frameworks shown in the table below.

Online Service	ISO 27001	ISO 27002 Code of Practice	ISO 27018 Code of Practice	SSAE 16 SOC 1 Type II	SSAE 16 SOC 2 Type II
Office 365 Services	Yes	Yes	Yes	Yes	Yes
Microsoft Dynamics 365 Core Services	Yes	Yes	Yes	Yes*	Yes*
Microsoft Azure Core Services	Yes	Yes	Yes	Varies**	Varies**
Microsoft Intune Online Services	Yes	Yes	Yes	Yes	Yes
Microsoft Power BI Services	Yes	Yes	Yes	No	No

*Does not include Microsoft Social Engagement.

**Current scope is detailed in the audit report and summarized in the Microsoft Azure Trust Center.

Microsoft may add industry or government standards at any time. Microsoft will not eliminate a standard or framework in the table above, unless it is no longer used in the industry and it is replaced with a successor (if any). Azure Government Services meet a separate set of control standards and frameworks, as detailed on the Microsoft Azure Trust Center.

Subject to non-disclosure obligations, Microsoft will make each Information Security Policy available to Customer, along with other information reasonably requested by Customer regarding Microsoft security practices and policies.

Customer is solely responsible for reviewing each Information Security Policy and making an independent determination as to whether it meets Customer's requirements.

If the Standard Contractual Clauses apply, then this section is in addition to Clause 5 paragraph f and Clause 12 paragraph 2 of the Standard Contractual Clauses.

Microsoft Audits of Online Services

For each Online Service, Microsoft will conduct audits of the security of the computers, computing environment and physical data centers that it uses in processing Customer Data (including personal data), as follows:

- Where a standard or framework provides for audits, an audit of such control standard or framework will be initiated at least annually for each Online Service.
- Each audit will be performed according to the standards and rules of the regulatory or accreditation body for each applicable control standard or framework.
- Each audit will be performed by qualified, independent, third party security auditors at Microsoft's selection and expense.

Each audit will result in the generation of an audit report ("Microsoft Audit Report"), which will be Microsoft's Confidential Information. The Microsoft Audit Report will clearly disclose any material findings by the auditor. Microsoft will promptly remediate issues raised in any Microsoft Audit Report to the satisfaction of the auditor.

If Customer requests, Microsoft will provide Customer with each Microsoft Audit Report so that Customer can verify Microsoft's compliance with the security obligations under the DPT. The Microsoft Audit Report will be subject to non-disclosure and distribution limitations of Microsoft and the auditor.

If the Standard Contractual Clauses apply, then (1) Customer agrees to exercise its audit right by instructing Microsoft to execute the audit as described in this section of the DPT, and (2) if Customer desires to change this instruction, then Customer has the right to do so as set forth in the Standard Contractual Clauses, which shall be requested in writing.

If the Standard Contractual Clauses apply, then nothing in this section of the DPT varies or modifies the Standard Contractual Clauses or affects any supervisory authority's or data subject's rights under the Standard Contractual Clauses. Microsoft Corporation is an intended third-party beneficiary of this section.

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Online Service Specific Terms

If an Online Service is not listed below, it does not have any Online Service-specific terms.

Microsoft Azure Services

Notices

The Bing Maps, Professional Services, Azure Media Services H.265/HEV Encoding, and H.264/AVC Visual Standard, VC-1 Video Standard, and MPEG-4 Part 2 Visual Standard and MPEG-2 Video Standard Notices in [Attachment 1](#) apply.

Service Level Agreement

Refer to <http://azure.microsoft.com/support/legal/sla/>.

Definitions

"Azure Government Services" means one or more of the services or features Microsoft makes available to Customer as Government Community Cloud Services in the "US Gov" regions identified at <http://azure.microsoft.com/en-us/regions/#services>.

"Customer Solution" means an application or any set of applications that adds primary and significant functionality to the Microsoft Azure Services and that is not primarily a substitute for the Microsoft Azure Services.

"Microsoft Azure Services" means one or more of the Microsoft services and features identified at <http://azure.microsoft.com/services/>, except where identified as licensed separately.

"Microsoft Translator" means Translator API Text Translation and/or Translator API Speech Translation offered by Microsoft as a cloud based automatic translation service.

Limitations

Customer may not

- resell or redistribute the Microsoft Azure Services, or
- allow multiple users to directly or indirectly access any Microsoft Azure Service feature that is made available on a per user basis (e.g., Active Directory Premium). Specific reassignment terms applicable to a Microsoft Azure Service feature may be provided in supplemental documentation for that feature.

Retirement of Services or Features

Microsoft will provide Customer with 12 months' notice before removing any material feature or functionality or discontinuing a service, unless security, legal or system performance considerations require an expedited removal. This does not apply to Previews

Data Retention after Expiration or Termination

The expiration or termination of Customer's Online Service subscription will not change Customer's obligation to pay for hosting of Customer Data during any Extended Term.

Hosting Exception

Customer may create and maintain a Customer Solution and, despite anything to the contrary in Customer's volume licensing agreement, combine Microsoft Azure Services with Customer Data owned or licensed by Customer or a third party, to create a Customer Solution using the Microsoft Azure Service and the Customer Data together. Customer may permit third parties to access and use the Microsoft Azure Services in connection with the use of that Customer Solution. Customer is responsible for that use and for ensuring that these terms and the terms and conditions of Customer's volume licensing agreement are met by that use.

Use of Software within Microsoft Azure

For Microsoft software available within a Microsoft Azure Service, Microsoft grants Customer a limited license to use the software only within the Microsoft Azure Service.

Data Center Availability

Usage of data centers in certain regions may be restricted to Customers located in or near that region. For information on service availability by region, please refer to <http://azure.microsoft.com/en-us/regions>.

Sharing

The Microsoft Azure Services may provide the ability to share a Customer Solution and/or Customer Data with other Azure users and communities, or other third parties. If Customer chooses to engage in such sharing, Customer agrees that it is giving a license to all authorized users, including the rights to use, modify, and repost its Customer Solution and/or the Customer Data, and Customer is allowing Microsoft to make them available to such users in a manner and location of its choosing.

Marketplace

Microsoft Azure enables Customer to access or purchase Non-Microsoft Products through features such as the Microsoft Azure Marketplace and the Virtual Machine Gallery, subject to separate terms available at <http://azure.microsoft.com/en-us/support/legal/store-terms>.

Microsoft Cognitive Services

Microsoft Cognitive Services Privacy

The Microsoft Privacy Statement located at <https://go.microsoft.com/fwlink/?LinkId=521839> applies to Customer's use of Microsoft Cognitive Services, except that this Microsoft Cognitive Services section controls to the extent it conflicts with the Microsoft Privacy Statement.

Use of Cognitive Services Data.

Customer is solely responsible for the content of all Customer Data it sends to the Cognitive Services ("Cognitive Services Data").

Microsoft may process Cognitive Services Data solely to: (i) provide Cognitive Services to Customer; and (ii) improve Microsoft products and services. Solely for such processing, Microsoft may collect, retain, use, reproduce, and create derivative works of, Cognitive Services Data and Customer grants Microsoft a limited nonexclusive irrevocable worldwide license to do so. Customer will secure and maintain all rights necessary for Microsoft to process Cognitive Services Data as described in this paragraph without violating the rights of any third party or otherwise obligating Microsoft to Customer or to any third party.

Where Cognitive Services Data includes personal data, Customer will obtain sufficient consent for such processing by Microsoft from the data subjects (or from their parents or guardians as required by applicable law).

Microsoft is committed to helping protect data subjects who may be identifiable from Cognitive Services Data that Microsoft retains. Microsoft has implemented business and technical measures designed to help de-identify some retained Cognitive Services Data.

This Use of Cognitive Services Data section will survive termination or expiration of Customer's volume licensing agreement. As between the parties, Customer retains all right, title and interest in and to Cognitive Services Data. Microsoft acquires no rights in Cognitive Services Data, other than the rights Customer grants to Microsoft in this Use of Cognitive Services Data section. This paragraph does not affect Microsoft's rights in software or services Microsoft licenses to Customer.

Cognitive Services Data Retention

Unless stated in documentation for a service, Cognitive Services are not designed to store Customer Data on Customer's behalf.

Application of General Privacy and Security Terms

Only the following sections of the General Privacy and Security Terms apply to the Cognitive Services: Location of Data Processing, Preview Releases, Use of Subcontractors, How to Contact Microsoft

Attribution

When using the Microsoft Cognitive Services (except the Search APIs (defined below)), Customer will provide reasonably prominent attribution. The attribution should read "using Microsoft Cognitive Services" and include a hyperlink to <http://go.microsoft.com/fwlink/?LinkID=829046>.

Precedence

This Microsoft Cognitive Services section controls to the extent there is any conflict with other parts of the OST.

Bing APIs Limit on Customer use of service output

Customer may not use any data from the Bing-branded APIs for the purpose of developing or offering any comparable machine-learning based service.

Bing Search APIs Use and Display Requirements

Customer must comply with use and display requirements for the Bing Web Search, Image Search, Video Search and News Search APIs, Bing Spell Check, and Bing Autosuggest (collectively, the "Search APIs"), which are available here <https://aka.ms/r1j7ig>. Customer must use results it obtains through the Search APIs only in Internet Search Experiences (as defined in the use and display requirements) and must not cache or copy results. The results Customer obtains through the Search APIs are not Products, Fixes, or Services Deliverables.

Translator API**Attribution:**

When displaying automatic translations performed by Microsoft Translator, Customer will provide reasonably prominent notice that the text has been automatically translated by Microsoft Translator.

Limit on Customer use of service output:

Customer may not use any data from Microsoft Translator for the purpose of developing or offering any comparable machine-learning based service.

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Microsoft Azure Plans**Notices**

The Bing Maps Notices in [Attachment 1](#) apply.

Subscription License Suites

In addition to User SLs, refer to [Attachment 2](#) for other SLs that fulfill requirements for Azure Active Directory Premium, Azure Information Protection, and Microsoft Intune.

Azure Active Directory Basic

Customer may, using Single Sign-On, pre-integrate up to 10 SAAS Applications/Custom Applications per User SL. All Microsoft as well as third party applications count towards this application limit.

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Azure Active Directory Premium

Customer may, using Single Sign-On, pre-integrate SaaS Applications/Custom Applications. Customer may not copy or distribute any data set (or any portion of a data set) included in the Microsoft Identity Manager software that is included with a Microsoft Azure Active Directory Premium (P1 and P2) User SL.

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Azure Information Protection Premium**Notices**

The Bing Maps Notices in [Attachment 1](#) applies. Any deployment services provided to Customer are subject to the Professional Services Notice in [Attachment 1](#).

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Microsoft Dynamics 365 Services

Microsoft Dynamics 365 Case Management, Enterprise Edition
 Microsoft Dynamics 365 Customer Service, Enterprise Edition
 Microsoft Dynamics 365 Field Services, Enterprise Edition
 Microsoft Dynamics 365 Financials, Business Edition
 Microsoft Dynamics 365 Operations, Enterprise Edition

Microsoft Dynamics 365 Project Service Automation, Enterprise Edition
 Microsoft Dynamics 365 Sales, Enterprise Edition
 Microsoft Dynamics 365 Team Members, Business Edition
 Microsoft Dynamics 365 Team Members, Enterprise Edition

Notices

The Bing Maps and Professional Services Notices in [Attachment 1](#) apply. Any onboarding, migration, or deployment services provided to Customer as subject to the Professional Services Notice in [Attachment 1](#).

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Subscription License Suites

In addition to User SLs, refer to [Attachment 2](#) for other offerings that fulfill SL requirements.

External Users

External Users of Microsoft Dynamics 365 Services do not need a SL to access the Online Service. This exemption does not apply to contractors or agents of Customer or its Affiliate.

Microsoft Dynamics 365 for Operations

Customer may modify Microsoft Dynamics 365 for Operations to allow extension of its functionality, but only for Customer's internal use purposes.

Server Use Rights for Dynamics 365 User SLs, From SA User SLs and Add-on User SLs

Customer with active Microsoft Dynamics 365 Services subscriptions may:

- install and use any number of copies of the Microsoft Dynamics Server software on any server;
- allow users or devices licensed with Microsoft Dynamics CRM CALs and Microsoft Dynamics AX CALs to access Microsoft Dynamics Server software provided with Microsoft Dynamics 365 subscriptions;
- receive and use updates related to government tax and regulatory requirements on Microsoft Dynamics Server software;
- modify or create derivative works of plug-ins, runtime, and other components identified in printed or online documentation and use those derivative works, but only with the Microsoft Dynamics Server software and only for Customer's internal purposes; and
- run passive fail-over instances of Microsoft Dynamics Server software for temporary support.

Microsoft Social Engagement**Service Level Agreement**

There is no SLA for Microsoft Social Engagement.

Social Content Obtained through Microsoft Social Engagement

Social Content is publicly-available content collected from social media networks (such as Twitter, Facebook and YouTube) and data indexing or data aggregation services in response to Customer's search queries executed in Microsoft Social Engagement. Social Content is not Customer Data. Customer Data used in configuring or initiating search queries executed on Customer's behalf may be shared with third parties for purposes of collecting Social Content. Customer may use Social Content for its internal business purposes only. Microsoft reserves the right to:

- store Social Content in a database commingled with content aggregated from other sources by other licensees;
- access, edit or delete Social Content in response to a request from a social media network, data indexing or data aggregation service, Social Content owner or a takedown request under the Digital Millennium Copyright Act;
- instruct Customer to edit or delete Social Content if Customer exports Social Content; and
- delete or restrict further access to Social Content after the Online Service has been terminated or expires.

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Office 365 Services

Notices

The Bing Maps Notices in [Attachment 1](#) apply. Any onboarding, migration, or deployment services provided to Customer are subject to the Professional Services Notice in [Attachment 1](#).

Core Features for Office 365 Services

During the term of Customer's subscription, the Office 365 Services will substantially conform to the Core Features description provided (if any) in the Office 365 service-specific sections below, subject to Product restrictions or external factors (such as the recipient, message rate, message size and mailbox size limits for e-mail; default or Customer-imposed data retention policies; search limits; storage limits; Customer or end user configurations; and meeting capacity limits). Microsoft may permanently eliminate a functionality specified below only if it provides Customer a reasonable alternative functionality.

Administration Portal

Customer will be able to add and remove end users and domains, manage licenses, and create groups through the Microsoft Online Services Portal or its successor site.

Subscription License Suites

In addition to User SLs, refer to [Attachment 2](#) for other SLs that fulfill requirements for Office 365 Services.

Microsoft Teams

Notice: The H.264/MPEG-4 AVC Notice in [Attachment 1](#) applies to all Office 365 Services that include Microsoft Teams.

Yammer

For Office 365 Services that include Yammer, External Users invited to Yammer via external network functionality do not need User SLs.

Exchange Online

Office 365 Advanced Threat Protection
Data Loss Prevention
Exchange Online Archiving for Exchange Online

Exchange Online Archiving for Exchange Server
Exchange Online Kiosk
Exchange Online (Plan 1 and Plan 2)

Core Features for Office 365 Services – Exchange Online

Exchange Online or its successor service will have the following [Core Features](#) capabilities:

Emails

An end user will be able to send email messages, receive email messages that originate from within and outside of Customer's organization, and access the end user's mailbox.

Mobile and Web Browser Access

Through the Microsoft Exchange ActiveSync protocol or a successor protocol or technology, Exchange Online will enable an end user to send and receive emails and update and view calendars from a mobile device that adequately supports such a protocol or technology. An end user will be able to send email messages, receive email messages that originate from within and outside of Customer's organization, and access the end user's mailbox, all from within a compatible web browser.

Retention Policies

Customer will be able to establish archive and deletion policies for email messages.

Deleted Item and Mailbox Recovery

Customer will be able to recover the contents of a deleted non-shared mailbox and an end user will be able to recover an item that has been deleted from one of the end user's email folders.

Multi-Mailbox Search

Customer will be able to search for content across multiple mailboxes within its organization.

Calendar

An end user will be able to view a calendar and schedule appointments, meetings, and automatic replies to incoming email messages.

Contacts

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Through an Exchange Online-provided user interface, Customer will be able to create and manage distribution groups and an organization-wide directory of mail-enabled end users, distribution groups, and external contacts.

Core Features for Office 365 Services – Exchange Online Archiving

Exchange Online Archiving or its successor service will have the following [Core Features](#) capabilities:

Storage

Customer will be able to allow an end user to store email messages.

Retention Policies

Customer will be able to establish archive and deletion policies for email messages distinct from policies that an end user can apply to the end user's own mailbox.

Deleted Item and Mailbox Recovery

Customer, through Office 365 support services, will be able to recover a deleted archive mailbox, and an end user will be able to recover an item that has been deleted from one of the end user's email folders in the end user's archive.

Multi-Mailbox Search

Customer will be able to search for content across multiple mailboxes within its organization.

Legal Hold

Customer will be able to place a "legal hold" on an end user's primary mailbox and archive mailbox to preserve the content of those mailboxes.

Archiving

Archiving may be used for messaging storage only with Exchange Online Plans 1 and 2.

Archiving for Exchange Server

Users licensed for Exchange Server 2013 Standard Client Access License may access the Exchange Server 2013 Enterprise Client Access License features necessary to support use of Exchange Online Archiving for Exchange Server.

Exchange Online Plan 2 from Exchange Hosted Archive Migration

Exchange Online Plan 2 is a successor Online Service to Exchange Hosted Archive. If Customer renews from Exchange Hosted Archive into Exchange Online Plan 2 and has not yet migrated to Exchange Online Plan 2, Customer's licensed users may continue to use the Exchange Hosted Archive service subject to the terms of the March 2011 Product Use Rights until the earlier of Customer's migration to Exchange Online Plan 2 or the expiration of Customer's Exchange Online Plan 2 User SLs. The Product Use Rights is located at <http://go.microsoft.com/?linkid=9839206>.

Data Loss Prevention Device License

If Customer is licensed for Data Loss Prevention by Device, all users of the Licensed Device are licensed for the Online Service.

Service Level Agreement

There is no SLA for Office 365 Advanced Threat Protection.

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Office 365 Applications

Office 365 Business
Office 365 ProPlus

Visio Pro for Office 365

Service Level Agreement

There is no SLA for Visio Pro for Office 365.

Installation and Use Rights

Each user to whom Customer assigns a User SL must have a Microsoft Account in order to use the software provided with the subscription. These users:

- may activate the software provided with the SL on up to five concurrent OSEs for local or remote use;
- may also install and use the software, with shared computer activation, on a shared device, a network server, or on shared servers with a qualified cloud partner. A list of qualified cloud partners and additional deployment requirements is available at www.office.com/sca. For the

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purpose of this use right “network server” means a physical hardware server solely dedicated to Customer use. This shared computer activation provision does not apply to Customers license for Office 365 Business; and

- must connect each device upon which user has installed the software to the Internet at least once every 30 days or the functionality of the software may be affected.

The following terms apply only to Office 365 Business and Office 365 ProPlus

Smartphone and Tablet Devices

Each user to whom Customer assigns a User SL may also activate Microsoft Office Mobile software to use on up to five smartphones and five tablets.

The following terms apply only to Office 365 ProPlus

Office Home & Student 2013 RT Commercial Use

Each User SL for Office 365 ProPlus modifies the user’s right to use the software under a separately acquired Office Home & Student 2013 RT license by waiving the prohibition against commercial use. Except for this allowance for commercial use of the software, all use is subject to the terms and use rights provided with the Office Home & Student 2013 RT License.

Office Online Server

For each Office 365 ProPlus subscription, Customer may install any number of copies of Office Online Server on any Server dedicated to Customer’s use. Each Office 365 ProPlus user may use the Office Online Server software. This provision does not apply to Customers that license this Product under the Microsoft Online Subscription Agreement or other Microsoft agreement that cover Online Services only.

Subscription License Suites

In addition to Office 365 ProPlus User SLs, Customer may fulfill the SL requirement for this Product by purchasing a Suite SL (refer [Attachment 2](#)).

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Microsoft MyAnalytics

Service Level Agreement

There is no SLA for Microsoft MyAnalytics.

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Office 365 Advanced Compliance

Service Level Agreement

There is no SLA for Office 365 Advanced Compliance.

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Office Online

Core Features for Office 365 Services

Office Online or its successor service will have the following [Core Features](#) capabilities:

An end user will be able to create, view, and edit documents in Microsoft Word, Excel, PowerPoint, and OneNote file types that are supported by Office Online or its successor service.

External Users

External Users invited to site collections via Share-by-Mail functionality do not need User SLs with Office Online.

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OneDrive for Business

External Users

External Users invited to site collections via Share-by-Mail functionality do not need User SLs with OneDrive for Business.

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Project Online

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Project Online Essentials
Project Online Professional

Project Online Premium

Installation and Use Rights for Project application

Each user to whom Customer assigns a Project Online Professional or Project Online Premium User SL must have a Microsoft Account in order to use the software provided with the subscription. These users:

- may activate the software provided with the SL on up to five concurrent OSEs for local or remote use;
- may also install and use the software, with shared computer activation, on a shared device, a network server, or on shared servers with a qualified cloud partner. A list of qualified cloud partners and additional deployment requirements is available at www.office.com/sca. For the purpose of this use right “network server” means a physical hardware server solely dedicated to Customer use; and
- must connect each device upon which user has installed the software to the Internet at least once every 30 days or the functionality of the software may be affected.

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SharePoint Online

Duet Enterprise Online for Microsoft SharePoint and SAP
SharePoint Online Kiosk

SharePoint Online (Plan 1 and Plan 2)

Core Features for Office 365 Services

SharePoint Online or its successor service will have the following [Core Features](#) capabilities:

Collaboration Sites

An end user will be able to create a web browser-accessible site through which the end user can upload and share content and manage who has permission to access that site.

Storage

Customer will be able to set storage capacity limits for a site created by an end user.

External Users

External Users invited to site collections via Share-by-Mail functionality do not need User SLs with SharePoint Online Kiosk, Plan 1 and Plan 2.

Storage Add-on SLs

Office 365 Extra File Storage is required for each gigabyte of storage in excess of the storage provided with User SLs for SharePoint Online Plans 1 and 2.

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Skype for Business Online

Skype for Business Online (Plan 1 and Plan 2)

Skype for Business Online Cloud PBX

Notices

The H.264/MPEG-4 AVC and/or VC-1 Notices in [Attachment 1](#) apply.

Core Features for Office 365 Services

Skype for Business Online Plan 1 and Plan 2 or their successor services will have the following [Core Features](#) capabilities:

Instant Messaging

An end user will be able to transfer a text message to another end user in real time over an Internet Protocol network.

Presence

An end user will be able to set and display the end user's availability and view another end user's availability.

Online Meetings

An end user will be able to conduct an Internet-based meeting that has audio and video conferencing functionality with other end users.

External Users and users not authenticated by Skype for Business Online

User SLs are not required for External Users and users not authenticated by the Skype for Business Online service.

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Skype for Business Online PSTN Services

Skype for Business Online PSTN Calling

Skype for Business PSTN Consumption

Skype for Business Online PSTN Conferencing

PSTN Services

Skype for Business Online PSTN Services ("PSTN Services") enable users to communicate with others via the worldwide voice telephone network known generally as the Public Switched Telephone Network. PSTN Services are provided by the Microsoft Affiliate authorized to provide them. Pricing for PSTN Services may include applicable taxes and fees. All included taxes and fees are disclosed on the Volume Licensing site (<http://go.microsoft.com/fwlink/?LinkId=690247>)

Important Information About Emergency Services

Customer must notify each user of Skype for Business Online PSTN Calling that Emergency Services operate differently than on traditional telephone services in the following ways: (i) Skype for Business may not know the actual location of an Emergency Services caller, which could result in the call being routed to the wrong Emergency Services call center and/or emergency services being dispatched to the wrong location; (ii) if the user's device has no power, is experiencing a power outage or, for any reason, cannot otherwise access the Internet, the user cannot make an Emergency Services call through Skype for Business PSTN Calling services; and (iii) although Skype for Business Online PSTN Calling services can be used anywhere in the world where an Internet connection is available, users should not make an Emergency Services call from a location outside their home country because the call likely will not be routed to the appropriate call center in that location.

Limitations on use

Customer may not exceed the usage limitations for the applicable PSTN Service subscription plan. Doing so may result in suspension of the services. Microsoft will provide reasonable notice before suspending PSTN Services, and customer will be able to make emergency calls during any period of suspension.

Other Online Services

Bing Maps Enterprise Platform and Bing Maps Mobile Asset Management Platform

Service SLs

A Service SL is required to access the services via the Bing Maps Enterprise Platform or Bing Maps Mobile Asset Management Platform. Each Service SL must be purchased with at least one of the following qualifying Add-On SLs:

- For the Bing Maps Enterprise Platform Service SL, either:
 - Bing Maps Public Website Usage Add-on SL, which is available for a specified number of billable transactions for use on a website that is available publicly without restriction,
 - Bing Maps Internal Website Usage Add-on SL, which is available for a specified number of billable transactions for use on an internal website (e.g., intranet) on a private network,
 - Bing Maps Known User Add-on SL, or
 - Bing Maps Light Known User Add-on SL.
- For the Bing Maps Mobile Asset Management Platform Service SL; for each Asset either:
 - Bing Maps Asset Management for North America Add-on SL
 - Bing Maps Asset Management for Europe Add-on SL, or
 - Bing Maps Asset Management for Rest of World Add-on SL

Qualifying Bing Maps Mobile Asset Management Platform Service SL Add-on SLs

For the Bing Maps Mobile Asset Management Platform, an Add-on SL is required for each tracked Asset whose GPS or other sensor based position can be monitored, displayed, reverse geocoded or used to perform calculations using Bing Maps Mobile Asset Management Platform. "Asset" is defined as any vehicle, device or other mobile object. These Add-on SLs are for a specified number of tracked Assets.

Authenticated Users

Users that are authenticated by Customer's programs that access Bing Maps Enterprise Platform and Bing Maps Mobile Asset Management Platform must have a SL.

Bing Maps APIs

Customer may use all Bing Maps APIs in accordance with the Microsoft Bing Maps Platform API Terms of Use and Bing Maps Platform SDKs, including any successors thereto, located at <https://aka.ms/bingmapsplatformapistou> and <https://aka.ms/bingmapsplatformsdks>.

Bing Maps Privacy

The Bing Privacy Statement and privacy terms in the Microsoft Bing Maps Platform API Terms of Use located at: <https://go.microsoft.com/fwlink/?LinkId=521839> apply to Customer's use of the Bing Maps Services.

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Business Application Platform

Microsoft Power BI Pro

Notices

The Bing Maps Notices in [Attachment 1](#) apply.

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Microsoft Intune

Microsoft Intune (per user)

Microsoft Intune Add-on for System Center Configuration

Windows Intune Add-on for System Center Configuration Manager and System Center Endpoint Protection (per user)
("Microsoft Intune Add-On")

Notices

Any deployment services provided to Customer are subject to the Professional Services Notice in [Attachment 1](#).

Manage Devices

Each user to whom Customer assigns a User SL may access and use the Online Service and related software (including System Center software) to manage up to fifteen devices.

Storage Add-on SL

A Storage Add-on SL is required for each gigabyte of storage in excess of the storage provided with the base subscription.

Windows Software Components in System Center Software

The System Center software includes one or more of the following Windows Software Components: Microsoft .NET Framework, Microsoft Data Access Components, Powershell software and certain .dlls related to Microsoft Build, Windows Identity Foundation, Windows Library for JavaScript, Debughelp.dll, and Web Deploy technologies. The license terms governing use of the Windows Software Components are in the Windows 8.1 Pro and Enterprise section of the Product Terms. The Product Terms is located at <http://go.microsoft.com/fwlinkid=9839206>.

SQL Server Technology and Benchmarking

The Software included with the Online Service includes SQL Server-branded components other than a SQL Server Database. Those components are licensed to Customer under the terms of their respective licenses, which can be found in the installation directory or unified installer of the software. Customer must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of these components or the software that includes them.

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Microsoft Learning

Microsoft Learning E-Reference Library

Any person that has valid access to Customer's computer or internal network may copy and use the documentation for Customer's internal reference purposes. Documentation does not include electronic books.

Microsoft Learning Imagine Academy Service SL

A Service SL is required for each Location that accesses or uses any Microsoft Imagine Academy service or benefit. Location is defined as a physical site with staff under the same administrator, such as a principal, in a single building or group of buildings located on the same campus.

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Microsoft Learning Imagine Academy Program Guidelines

The Imagine Academy program guidelines, located at <http://www.microsoft.com/itacademy>, apply to Customer's use of the Microsoft Learning Imagine Academy and its benefits.

Microsoft Learning Imagine Academy Program Benefits Provided by Third-Party

Program benefits may only be used by a licensed institution's faculty, staff and students currently enrolled in the licensed institution.

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Minecraft: Education Edition

Notices

The Bing Maps Notices in [Attachment 1](#) apply.

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Office 365 Developer

No Production Use of Office 365 Developer

Each user to whom Customer assigns a User SL may use the Online Service to design, develop, and test Customer's applications to make them available for Customer's Office 365 Online Services, on-premises deployments or for the Microsoft Office Store. The Online Service is not licensed for production use.

Office 365 Developer End Users

Customer's end users do not need a SL to access Office 365 Developer to perform acceptance tests or provide feedback on Customer programs.

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Windows Desktop Operating System

Data Retention

The Windows Defender Advanced Threat Protection portion of the product does not contain extractable Customer Data therefore the Customer Data extraction terms in the OST do not apply.

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Attachment 1 – Notices

Bing Maps

The Online Service or its included software includes use of Bing Maps. Any content provided through Bing Maps, including geocodes, can only be used within the product through which the content is provided. Customer's use of Bing Maps is governed by the Bing Maps End User Terms of Use available at go.microsoft.com/?linkid=9710837 and the Bing Maps Privacy Statement available at go.microsoft.com/fwlink/?LinkID=248686.

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Professional Services

Customer may be eligible for Microsoft customer support and consulting services related to this Online Service. These services are "Professional Services" under Customer's volume licensing agreement. If Customer's volume licensing agreement covers Online Services only (and does not define Professional Services), then these services are provided subject to the "Professional Services Terms" below.

The Professional Services to which this Notice applies are not Online Services, and the rest of the Online Services Terms, as well as any data processing amendment or HIPAA Business Associate Agreement signed by the parties, do not apply. Any information provided to Microsoft in connection with these Professional Services is protected under the confidentiality terms of Customer's volume licensing agreement.

Additional terms may apply to these Professional Services, but only to the extent those terms don't conflict with this Notice.

Professional Services Terms

Definition

Any services to which this notice applies are defined, collectively, as "Professional Services".

Obligations of the Parties

Microsoft warrants that all Professional Services will be performed with professional care and skill. If Microsoft fails to do so and Customer notifies Microsoft within 90 days of the date of performance, then Microsoft will either re-perform the Professional Services or return the price paid for them as Customer's sole remedy for breach of the Professional Services warranty.

Customer will perform its applicable responsibilities and obligations to support Microsoft's performance of the Professional Services, as specified in the description of each Professional Service.

Limitation of Liability

To the extent permitted by applicable law, each party's total liability for all claims relating to Professional Services will be limited to the amounts Customer was required to pay for the Professional Services or the limitation of liability for the Online Service with which the Professional Services are offered, whichever is greater. **In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, including loss of use, loss of profits, or interruption of business, however caused or on any theory of liability in relation to the Professional Services. No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations; or (2) violation of the other party's intellectual property rights.**

Fixes

"Fixes" are Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as service packs) or that Microsoft provides to Customer to address a specific issue. Each Fix, is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use terms Microsoft provides with the Fix will apply.

Pre-Existing Work

"Pre-Existing Work" means any computer code or non-code based written materials developed or otherwise obtained independent of Customer's volume licensing agreement. All rights in Pre-Existing Work shall remain the sole property of the party providing the Pre-Existing Work. Each party may use, reproduce and modify the other party's Pre-Existing Work only as needed to perform obligations related to Professional Services.

Services Deliverables

"Services Deliverables" means any computer code or materials other than Products or Fixes that Microsoft leaves with Customer at the conclusion of Microsoft's performance of Professional Services. Microsoft grants Customer a non-exclusive, non-transferable, perpetual license to reproduce, use, and modify the Services Deliverables solely for Customer's internal business purposes, subject to the terms and conditions in Customer's volume licensing agreement.

Non-Microsoft Technology

Customer is solely responsible for any non-Microsoft software or technology that it installs or uses with the Online Services, Fixes, or Services Deliverables.

Affiliates' Rights

Customer may sublicense the rights to use Services Deliverables to its Affiliates, but Customer's Affiliates may not sublicense these rights. Customer is liable for ensuring its Affiliates' compliance with the terms of this Notice and Customer's volume licensing agreement.

Government Customers.

If Customer is a government entity, then the following terms apply to any Professional Services provided at no charge to Customer. Microsoft waives any and all entitlement to compensation from Customer for the Professional Services. In compliance with applicable laws and regulations, Microsoft and Customer acknowledge that the Professional Services are for the sole benefit and use of Customer and not provided for the personal use or benefit of any individual government employee.

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Notice about Azure Media Services H.265/HEVC Encoding

Customer must obtain its own patent license(s) from any third party H.265/HEVC patent pools or rights holders before using Azure Media Services to encode or decode H.265/HEVC media.

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Notice about H.264/AVC Visual Standard, VC-1 Video Standard, MPEG-4 Part Visual Standard and MPEG-2 Video Standard

This software may include H.264/AVC, VC-1, MPEG-4 Part 2, and MPEG-2 visual compression technology. MPEG LA, L.L.C. requires this notice: THIS PRODUCT IS LICENSED UNDER THE AVC, THE VC-1, THE MPEG-4 PART 2 AND MPEG-2 VISUAL PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE (VIDEO STANDARDS) AND/OR (ii) DECODE AVC, VC-1, MPEG-4 PART 2 AND MPEG-2 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. REFER TO www.mpegla.com.

For clarification purposes, this notice does not limit or inhibit the use of the software for normal business uses that are personal to that business which do not include (i) redistribution of the software to third parties, or (ii) creation of content compliant with the VIDEO STANDARDS technologies for distribution to third parties.

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Attachment 2 – Subscription License Suites

Online Services may be available for purchase as Suites of Online Services. If, in the table below, a cell is shaded **blue** in an Online Service's row, the Suite SL for the column the cell is in fulfills the SL requirements for the cell's Online Services.

Online Service	Office 365 Enterprise ^{1,3}				Office 365 Government					Office 365 Education		Office 365 Business Essentials	Office 365 Business Premium	Enterprise Mobility + Security		Secure Productive Enterprise ²	Dynamics 365 Enterprise Edition	
	K1	E1	E3	E5	K1	E1	E3	E4	E5	Edu	E5			E3	E5		Plan 1	Plan 2
Exchange Online																		
Exchange Online Kiosk																		
Exchange Online Plan 1																		
Exchange Online Plan 2																		
SharePoint Online																		
SharePoint Online Kiosk																		
SharePoint Online Plan 1																		
SharePoint Online Plan 2																		
Skype for Business Online																		
Skype for Business Online Plan 1																		
Skype for Business Online Plan 2																		
Skype for Business Online Cloud PBX																		
Skype for Business Online PSTN Conf.																		
OneDrive for Business																		
Office Online																		
Office 365 Business																		
Office 365 ProPlus																		
Office 365 Customer Lockbox																		
Microsoft MyAnalytics																		
Office 365 Advanced Compliance																		
Office 365 Advanced Security Management																		
Microsoft Power BI Pro																		
Office 365 Advanced Threat Protection																		
Microsoft Intune																		
Azure Info Protection Premium Plan 1																		
Azure Info Protection Premium Plan 2																		
Azure Active Directory Premium Plan 1																		
Azure Active Directory Premium Plan 2																		
Cloud App Security																		
Microsoft Dynamics 365 for Customer Service																		
Microsoft Dynamics 365 for Field Service																		
Microsoft Dynamics 365 for Operations																		
Microsoft Dynamics 365 for Project Service Automation																		
Microsoft Dynamics 365 for Sales																		
Microsoft Flow																		
Microsoft PowerApps																		

¹ Add-on Suite SLs that include "without ProPlus" in the title do not include rights to Office 365 ProPlus.

² In addition to the Online Services above, the Secure Productive Enterprise fulfills the SL requirement for Windows SA per User as described in the Product Terms.

³ Inclusion of Skype for Business Online PSTN Conferencing with Office 365 Enterprise E5 is dependent on regional availability.

Attachment 3 – The Standard Contractual Clauses (Processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection, Customer (as data exporter) and Microsoft Corporation (as data importer, whose signature appears below), each a “party,” together “the parties,” have agreed on the following Contractual Clauses (the “Clauses” or “Standard Contractual Clauses”) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1: Definitions

(a) 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

(b) 'the data exporter' means the controller who transfers the personal data;

(c) 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d) 'the subprocessor' means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f) 'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2: Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 below which forms an integral part of the Clauses.

Clause 3: Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4: Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 below;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5: Obligations of the data importer

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
 - (ii) any accidental or unauthorised access, and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11; and
- (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6: Liability

1. The parties agree that any data subject who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7: Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
 - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
 - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8: Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9: Governing Law.

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10: Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11: Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12: Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

Appendix 1 to the Standard Contractual Clauses

Data exporter: Customer is the data exporter. The data exporter is a user of Online Services as defined in the section of the OST entitled "Data Processing Terms."

Data importer: The data importer is MICROSOFT CORPORATION, a global producer of software and services.

Data subjects: Data subjects include the data exporter's representatives and end-users including employees, contractors, collaborators, and customers of the data exporter. Data subjects may also include individuals attempting to communicate or transfer personal information to users of the services provided by data importer.

Categories of data: The personal data transferred includes e-mail, documents and other data in an electronic form in the context of the Online Services.

Processing operations: The personal data transferred will be subject to the following basic processing activities:

- a. **Duration and Object of Data Processing.** The duration of data processing shall be for the term designated under the applicable volume licensing agreement between data exporter and the Microsoft entity to which these Standard Contractual Clauses are annexed ("Microsoft"). The objective of the data processing is the performance of Online Services.
- b. **Scope and Purpose of Data Processing.** The scope and purpose of processing personal data is described in the DPT. The data importer operates a global network of data centers and management/support facilities, and processing may take place in any jurisdiction where data importer or its sub-processors operate such facilities.
- c. **Customer Data Access.** For the term designated under the applicable volume licensing agreement data importer will at its election and as necessary under applicable law implementing Article 12(b) of the EU Data Protection Directive, either: (1) provide data exporter with the ability to correct, delete, or block Customer Data, or (2) make such corrections, deletions, or blockages on its behalf.

d. Data Exporter's Instructions. For Online Services, data importer will only act upon data exporter's instructions as conveyed by Microsoft.

e. Customer Data Deletion or Return. Upon expiration or termination of data exporter's use of Online Services, it may extract Customer Data and data importer will delete Customer Data, each in accordance with the OST applicable to the agreement.

Subcontractors: The data importer may hire other companies to provide limited services on data importer's behalf, such as providing customer support. Any such subcontractors will be permitted to obtain Customer Data only to deliver the services the data importer has retained them to provide, and they are prohibited from using Customer Data for any other purpose.

Appendix 2 to the Standard Contractual Clauses

Description of the technical and organizational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c):

1. Personnel. Data importer's personnel will not process Customer Data without authorization. Personnel are obligated to maintain the confidentiality of any Customer Data and this obligation continues even after their engagement ends.

2. Data Privacy Contact. The data privacy officer of the data importer can be reached at the following address:

Microsoft Corporation

Attn: Chief Privacy Officer

1 Microsoft Way

Redmond, WA 98052 USA

3. Technical and Organization Measures. The data importer has implemented and will maintain appropriate technical and organizational measures, internal controls, and information security routines intended to protect Customer Data, as defined in the DPT, against accidental loss, destruction, or alteration; unauthorized disclosure or access; or unlawful destruction as follows: The technical and organizational measures, internal controls, and information security routines set forth in the DPT are hereby incorporated into this Appendix 2 by this reference and are binding on the data importer as if they were set forth in this Appendix 2 in their entirety.

Signature of Microsoft Corporation appears on the following page.

Signing the Standard Contractual Clauses, Appendix 1 and Appendix 2 on behalf of the data importer:

Signature 
Rajesh Jha, Corporate Vice President
Microsoft Corporation
One Microsoft Way, Redmond WA, USA 98052

Meadows, James D

From: Kaylee Deegan <Kaylee.Deegan@microsoft.com>
Sent: Tuesday, June 6, 2017 9:18 PM
To: Meadows, James D; Elias Chaale; Deanna Anderson
Cc: Milam, Sallie; 'brooks.h.crislip@wvago.gov'; Jones, Jennelle H; McAllister, Justin T; Lopez, Melanie L
Subject: RE: Microsoft
Attachments: WV CTM-M183 EnrAmend(SecurityIncidentNotification)(WW)(ENG)(Jan2016)(IU)....docx

Hi Jimmy,

Yes, we will use the CTM-M183 amendment you attached to this email thread when that amendment is added to any Enrollment. I've attached a clean version for you to post to the website.

To opt out of the Standard Contractual Clauses, please follow the steps outlined in the Data Processing Terms section of the OST which I have copied here for reference. A brief letter on the state's letterhead following the steps below is sufficient. You could say something to the effect of "Customer and all its Affiliates hereby opt out of the Standard Contractual Clauses included in the Data Processing Terms of the Online Services Terms. Customer's election to opt out of the Standard Contractual Clauses applies to Enterprise Agreement number 01E73657 and any Enrollments signed under the Agreement".

Customer may opt out of the "Standard Contractual Clauses" or the Data Processing Terms in their entirety. To opt out, Customer must send the following information to Microsoft in a written notice (under terms of the Customer's volume licensing agreement):

- the full legal name of the Customer and any Affiliate that is opting out;
- if Customer has multiple volume licensing agreements, the volume licensing agreement to which the Opt Out applies;
- if opting out of the entire DPT, a statement that Customer (or Affiliate) opts out of the entirety of the Data Processing Terms; and
- if opting out of only the Standard Contractual Clauses, a statement that Customer (or Affiliate) opts out of the Standard Contractual Clauses only.

You can send the completed letter to Microsoft by following the Notices provision in your Agreement which I've copied here for your reference.

Notices to Microsoft. Notices, authorizations, and requests in connection with this agreement must be sent by regular or overnight mail, express courier, or fax to the addresses and numbers listed on the signature form and in this agreement. Notices will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery.

Copies should be sent to:

Microsoft Corporation
Legal and Corporate Affairs
Volume Licensing Group
One Microsoft Way
Redmond, WA 98052
USA
Via Facsimile: (425) 936-7329

Microsoft may provide information about upcoming Enrollment deadlines and Online Services in electronic form. Such information may be provided by email to contacts provided by Enrolled Affiliate under an Enrollment, or through a web site Microsoft identifies. Notice by email is given as of the transmission date.

Kind Regards,

Kaylee

From: Meadows, James D [mailto:James.D.Meadows@wv.gov]
Sent: Tuesday, June 6, 2017 10:45 AM
To: Elias Chaale <eliasc@microsoft.com>; Deanna Anderson <dander@microsoft.com>; Kaylee Deegan <Kaylee.Deegan@microsoft.com>
Cc: Milam, Sallie <Sallie.H.Milam@wv.gov>; 'brooks.h.crislip@wvago.gov' <brooks.h.crislip@wvago.gov>; Jones, Jennelle H <Jennelle.H.Jones@wv.gov>; Justin McAllister <Justin.T.McAllister@wv.gov>; Lopez, Melanie L <Melanie.L.Lopez@wv.gov>
Subject: FW: Microsoft

Ladies and Gentlemen,

Sallie reviewed the documents and found that the M183 was not the most recent. Attached is that most recent document. She also noted that we requested something opting out of the OST Standard Contractual Clauses on page 29 of the Online Service Terms and that request was approved.

If Microsoft is in agreement that the attached M183 is acceptable then I will replace the one provided.

Do we need to amend the Enterprise Agreement Amendment to include a provision opting out of the Standard Contractual Clauses or is there another form for that?

Please let me know how you want to proceed.

James Meadows
General Counsel
West Virginia Purchasing Division
2019 Washington Street, East
Charleston, WV 25305
Phone: 304-558-8806
Fax: 304-558-0006

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From: Milam, Sallie
Sent: Tuesday, June 6, 2017 1:25 PM
To: Meadows, James D <James.D.Meadows@wv.gov>
Subject: RE: Microsoft

Jimmy,

Here it is.

Sallie

From: Meadows, James D
Sent: Tuesday, June 6, 2017 12:27 PM
To: Milam, Sallie <Sallie.H.Milam@wv.gov>
Subject: RE: Microsoft

Sallie,

Do you have the most recent version of the M183?

James Meadows
General Counsel
West Virginia Purchasing Division
2019 Washington Street, East
Charleston, WV 25305
Phone: 304-558-8806
Fax: 304-558-0006

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From: Milam, Sallie
Sent: Tuesday, June 6, 2017 11:52 AM
To: Meadows, James D <James.D.Meadows@wv.gov>
Cc: Jones, Jennelle H <Jennelle.H.Jones@wv.gov>; 'brooks.h.crislip@wvago.gov' <brooks.h.crislip@wvago.gov>
Subject: RE: Microsoft

Jimmy,

The most current version of M183 was not attached and I did not see the opt out clause for the OST Standard Contractual Causes, beginning on p. 29.

Sallie

From: Meadows, James D
Sent: Friday, June 2, 2017 10:30 AM
To: Milam, Sallie <Sallie.H.Milam@wv.gov>
Cc: Jones, Jennelle H <Jennelle.H.Jones@wv.gov>; 'brooks.h.crislip@wvago.gov' <brooks.h.crislip@wvago.gov>
Subject: FW: Microsoft

Sallie,

Would you care to check and make sure this has the changes that you asked for?

James Meadows

General Counsel
West Virginia Purchasing Division
2019 Washington Street, East
Charleston, WV 25305
Phone: 304-558-8806
Fax: 304-558-0006

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From: Deanna Anderson [<mailto:dander@microsoft.com>]

Sent: Thursday, June 1, 2017 3:01 PM

To: Meadows, James D <James.D.Meadows@wv.gov>; Elias Chaale <eliasc@microsoft.com>; Kaylee Deegan <Kaylee.Deegan@microsoft.com>

Cc: McAllister, Justin T <Justin.T.McAllister@wv.gov>; Lopez, Melanie L <Melanie.L.Lopez@wv.gov>; Milam, Sallie <Sallie.H.Milam@wv.gov>; Jones, Jennelle H <Jennelle.H.Jones@wv.gov>; 'brooks.h.crislip@wvago.gov' <brooks.h.crislip@wvago.gov>; Matthew Markle <Matthew_Markle@SHI.com>

Subject: RE: Microsoft

--my apologies! I included the Agreement instead of Enrollment, and missed the W29 (Sub250), and I made sure to include the original signature form from SHI so this is the final version. Restating original comments below:

Thanks for joining us on the call today. Per our discussion, attached are the following documents the parties have discussed and agreed upon over the past several months:

- 2016 Enrollment Form
- Custom amendment to extend the EA (001-kayleed-S-50-a) along with the existing 2012 Enterprise Agreement that this amendment applies to
 - The Appendix includes the customized M176 HIPAA BAA amendment
- M183 Amendment

These same documents are agreed upon in the Forms section of the amendment to the EA with the Amendment ID 001-kayleed-S-50-a.

Also attached is the W29 Amendment template MSFT shared yesterday as something the state should consider posting to your website as a pre-approved amendment.

We have omitted the sample amendments we shared yesterday from this reply as they are not considered template amendments the parties have agreed to. Rather, these amendments are written to address offers or topics tailored to the needs of a specific Enrolled Affiliate. As we agreed in our call, for any more custom amendments that occur on an as needed basis with Affiliate Enrollments, we will route them through all required parties for review (e.g. state procurement, Office of Technology, signing entity, etc.).

The Amendment to extend the EA with Amendment ID 001-kayleed-S-50-a that has been pre-signed by Microsoft is therefore ready for WV signature.

Please let me know if you have any questions for me, thanks!

Deanna Anderson | Licensing Sales Specialist | South Mid-Atlantic Government: DC, NC, SC, VA & WV | (701) 492-6875 | dander@microsoft.com

Microsoft.com/empowering

From: Deanna Anderson

Sent: Thursday, June 1, 2017 2:00 PM

To: Meadows, James D <James.D.Meadows@wv.gov>; Elias Chaale <eliasc@microsoft.com>; Kaylee Deegan <Kaylee.Deegan@microsoft.com>

Cc: Justin McAllister <Justin.T.McAllister@wv.gov>; Lopez, Melanie L <Melanie.L.Lopez@wv.gov>; Milam, Sallie <Sallie.H.Milam@wv.gov>; Jones, Jennelle H <Jennelle.H.Jones@wv.gov>; 'brooks.h.crislip@wvago.gov' <brooks.h.crislip@wvago.gov>

Subject: RE: Microsoft

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In prep for the call Elias mentioned below – here's the documents attached, and a quick description of each below:

Terms related to the Master Agreement:

1. Master Agreement 2012 - already signed, we are looking to extend
2. Master Amendment – this is the document that has been negotiated with Kaylee

Terms related to the Affiliate Enrollment:

Required – will be on every new or renewing Enterprise Enrollment that agencies purchase on:

3. Affiliate Enrollment Terms– terms that govern the Affiliate Enrollment, per the Master Amendment this is the “locked in” version
4. Sample Product Selection Form – form that describes which products are Enterprise Products on the enrollment, and based off those products and quantities what Price Level the enrollment is eligible for (SLG is always Level D pricing)

Optional – depending on the requests of the Enterprise Enrollment, these concessions are added to address custom requests

5. W29 (sub 250 Enrollment form) – concession that allows for an Affiliate Enrollment for less than the minimum of 250 user
6. Sample Discount Transparency Form - form provides government customers with more transparency and visibility into the discount Microsoft provides to partners
7. Sample CCTM Amendment – could contain any custom terms negotiated at the affiliate level on their enrollment. For the three examples attached the following is a summary:
 - a. Description of discount on Dyn365 SKUs, provided quantities for Dyn365 are maintained during the term of the enrollment
 - b. M97 – invoice for quoted price
 - c. Description of discount on OMS G SKU
8. M176 HIPAA BAA – mentioned in the Master Amendment that Kaylee wrote – example in Appendix A
9. M183 O365 Security Incident Notification – refer to Appendix in Master Amendment

Thanks,

Deanna Anderson | Licensing Sales Specialist | South Mid-Atlantic Government: DC, NC, SC, VA & WV | (701) 492-6875 | dander@microsoft.com

Microsoft.com/empowering

From: Elias Chaale

Sent: Wednesday, May 31, 2017 1:47 PM

To: Meadows, James D <James.D.Meadows@wv.gov>; Deanna Anderson <dander@microsoft.com>

Cc: Justin McAllister <Justin.T.McAllister@wv.gov>; Lopez, Melanie L <Melanie.L.Lopez@wv.gov>; Milam, Sallie <Sallie.H.Milam@wv.gov>; Jones, Jennelle H <Jennelle.H.Jones@wv.gov>; 'brooks.h.crislip@wvago.gov' <brooks.h.crislip@wvago.gov>

Subject: RE: Microsoft

Importance: High

Hi Jimmy,

We would appreciate the opportunity to have a call to discuss/review the additional documents. Do you have time tomorrow between 11:30 – 4:00 for a one hour session?

Best Regards,
Elias

Elias Chaale

Account Manager
Microsoft
State and Local
Government

Office: (703) 657-1668
Mobile: (703) 439-9140
eliasc@microsoft.com



From: Meadows, James D [<mailto:James.D.Meadows@wv.gov>]

Sent: Wednesday, May 31, 2017 1:12 PM

To: Elias Chaale <eliasc@microsoft.com>; Deanna Anderson <dander@microsoft.com>

Cc: Justin McAllister <Justin.T.McAllister@wv.gov>; Lopez, Melanie L <Melanie.L.Lopez@wv.gov>; Milam, Sallie <Sallie.H.Milam@wv.gov>; Jones, Jennelle H <Jennelle.H.Jones@wv.gov>; 'brooks.h.crislip@wvago.gov' <brooks.h.crislip@wvago.gov>

Subject: Microsoft

Ladies and Gentlemen,

I just got off the phone with Justin and Melanie. I think what I am hearing is that Microsoft is including additional documentation that the WV group has not reviewed. This is not acceptable.

Is Microsoft planning to require entities like the Secretary of State, Department of Agriculture, and the Attorney General's office to sign additional supplemental enrollment forms other than what was reviewed and discussed? Again, this is not acceptable.

I have said repeatedly that Purchasing and the Attorney General's office needs to review every form. If there are other forms that may apply to any of the entities listed as qualifying agencies, please send them ASAP. We will need to review them.

I am happy to do a phone call if necessary.

Sincerely,

James Meadows

General Counsel
West Virginia Purchasing Division
2019 Washington Street, East
Charleston, WV 25305
Phone: 304-558-8806
Fax: 304-558-0006

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